



Collective Bargaining Agreement

By and Between

**Southern Nevada Regional
Housing Authority**

And

**Service Employees
International Union, Local
1107**

FEBRUARY 1, 2010 to JANUARY 31, 2013

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into this 14th day of January, 2010 by and between Service Employees International Union, Local 1107, hereinafter referred to as the "Union" and the Southern Nevada Regional Housing Authority, hereinafter referred to as "SNRHA".

ARTICLE 2 INTENT

It is the purpose of this Agreement to promote and provide a responsible labor relations policy between the SNRHA and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under this Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the rates of pay, wages, benefits and other terms and conditions of employment of the employees covered by this Agreement. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of the SNRHA or the Union expressly provided by federal law, state statutes and/or local ordinances, except as expressly limited herein.

The SNRHA and the Union agree to jointly conduct training of management and supervisory personnel and other employees relative to the provisions of this Agreement within thirty (30) calendar days of final ratification of this Agreement.

ARTICLE 3 RECOGNITION

SNRHA recognizes the Union as the sole and exclusive bargaining representative for a bargaining unit(s) consisting of all non-supervisory, non-confidential employees of SNRHA as defined and listed in Appendix A, attached hereto and made a part hereof, and consisting of all non-supervisory regular field and clerical employees and all Supervisors including Property Managers. Excluded from each aforesaid bargaining unit are administrative and confidential employees.

The word "employee" or "employees" when used throughout this Agreement shall mean only those employees included in the bargaining unit as defined above. It is agreed that the above list is all inclusive of the job classifications represented by the Union under this Agreement at the time of signing.

When an employee is hired to perform the duties and responsibilities of a job classification set forth above, he/she shall be classified and included in the bargaining unit.

It is agreed that a title change by SNRHA in the above listed job classifications, which does not significantly change the duties and responsibilities of the job classification or classifications, will not change the Union's right to represent that job classification or classifications.

As described herein, this contract covers two (2) bargaining units which were established pursuant to the procedures as contained in NRS 288. For simplicity purposes only, the parties have combined all contract terms applicable to each bargaining unit under this one agreement. Nevertheless, it is the parties' express intention that each bargaining unit shall be deemed to have its own collective bargaining agreement with the relevant terms separately applicable to each. Thus, each article contained herein shall have its appropriate and separate application as to the non-supervisory, non-confidential unit and/or as to the supervisory bargaining unit.

ARTICLE 4 CLASSIFICATIONS

It is the intent of the SNRHA, whenever possible, to meet the staffing needs of the SNRHA with bargaining unit employees. Non-bargaining unit employees will not be utilized with the intent to eliminate, erode, replace or avoid placement in bargaining unit positions. Operational needs or emergencies may necessitate the hiring of a Temporary Employee.

A Full Time employee is a benefited bargaining unit employee who has completed initial probation and who regularly is scheduled to work a forty (40) hour work week.

A Part Time employee is a benefited bargaining unit employee who has completed initial probation and who is regularly scheduled to work fewer than forty (40) hours per week but is regularly scheduled to work at least twenty (20) hours per week.

A Probationary Employee is an employee, either a Full Time employee or Part Time employee, who has not yet completed the initial probationary period.

A Temporary Employee is any person employed for a specific period of time (normally not to exceed one hundred eighty (180) calendar days in a twelve (12) month period) to meet a need caused only by emergency work, heavy work load, or a prolonged absence of regular employees. Any temporary employee working beyond one hundred eighty (180) calendar days may be eligible to receive benefits.

A Probationary Employee or Temporary Employee shall be paid the appropriate hourly wage for each hour of work commensurate with the wage rate for that position and shall receive benefits which shall be prorated benefits if working less than forty (40) hours per week.

A Temporary Employee may apply for any posted position under SNRHA's selection process.

A grant-funded employee is an employee that occupies a position funded by grant monies. Such employees are covered under the terms of this Agreement in all respects, with the sole exception of the provisions contained in Article 44, Reduction in Force, as the term of employment is subject to the continuance of grant funds and such employees may be terminated without bumping rights, as provided in Article 44, Reduction in Force, when such funds are no longer available, or the project for which they were hired is completed.

In such event, the affected employee may apply for any available position through SNRHA's normal recruitment process.

Although grant employees do not have the right to displace or bump regular employees of the SNRHA, all other provisions of Article 44, as well as the Collective Bargaining Agreement apply to these employees.

In the event that funding for a given project has been reduced, as opposed to fully eliminated, and a partial reduction in force is to occur, such reduction shall be accomplished within the department, area and by classification, to the necessary level, by inverse order of seniority of the grant/project employees.

ARTICLE 5 EMPLOYEE RIGHTS

1. Neither the SNRHA nor the Union shall interfere with the rights of the employees covered by this Agreement to become members of the Union, and there shall not be discrimination against employees because of lawful Union membership activity or status. The right to join and participate in authorized and appropriate Union functions shall be recognized as extending to participation in the management of the Union in the capacity of a Union Officer or Representative.
2. The Union recognizes its responsibility as exclusive bargaining agent and agrees fairly to represent all employees in the bargaining unit. The right of the Union to charge non-members of the Union a reasonable service fee for representation and related activities shall be governed by applicable law.
3. Each employee shall have the right to review and photocopy materials contained in his/her personnel file. An employee's representative may review and photocopy any and all documents contained in the file if Human Resources is provided with a written authorization from the employee. There shall be only one (1) official personnel file and it will be located in Human Resources, except for documents dealing with medical issues, matters subject to privacy issues, and documents covered by attorney-client privilege or work product, which will be maintained in separate files in Human Resources. This file shall contain all official records and documents used to determine the qualifications of the employee and any disciplinary action taken and records and documents pertinent to the employment status and history of the employee. It is understood that the personnel file shall be made available to employees during normal business hours. Files containing medical information dealing with employee privacy will be made available to the employee or representative upon written request and authorization.
4. Each employee shall receive a copy of any formal performance evaluation, or any records kept in his/her personnel file concerning the employee's conduct, qualifications and/or performance, or any other materials of a disciplinary and/or derogatory nature, before such material is placed in his/her personnel file. The employee shall sign and date such material as proof of receipt, and not agreement with content. The employee shall have the right to

respond in writing within ten (10) business days of the date such material is placed in the employee's personnel file, and to have such response placed in the personnel file. Due to extenuating circumstances beyond the employee's control, the SNRHA may grant an extension of ten (10) business days to the employee to submit his/her written response for submission. Human Resources may charge a reasonable fee to reproduce copies of the employee's personnel file, after employees receive their initial copy.

5. Upon written request of the employee to Human Resources, any discipline that was issued more than twenty-four (24) months prior to the request shall be removed from the employee's personnel file providing no ensuing discipline occurred on the same matter and shall not be used in future disciplinary matters or merit reviews. Upon removal, the document will be sent to the employee. In the event the employee fails to submit a written request for removal, the expired discipline(s) will not be used in any future proceedings.
6. The SNRHA shall not release information in employee personnel files beyond dates of employment and job title unless authorized in writing by the employee or required by law. All reference inquiries should be referred to the Human Resources Department for response. Job related information and confirmations received by the Human Resources Department will be treated confidentially. The personnel record of each current or former employee or candidate for employment will be treated in confidence. Only the employee, an authorized Union representative, legal counsel, Executive Director of the SNRHA, division head, supervisor, or Human Resources may review an employee's personnel file without authorization of the employee.
7. The SNRHA shall not tolerate illegal harassment or unprofessional conduct by any employee towards another employee (regardless of bargaining unit status) or the public. Such action will be grounds for disciplinary action.
8. Every employee, upon request, has the right to Union representation in any investigative interview for which he or she reasonably believes could be used as a basis for or that could lead to discipline. The SNRHA is required to inform an employee of his/her right to Union representation.

If an employee requests Union representation, management may, (1) stop the questioning until the representative arrives, (2) reschedule the interview, or (3) inform the employee that the interview will be rescheduled unless his or her right to a Union representative is waived.

A Union representative has the right to, (1) speak privately with an employee before, during, and after an interview, (2) assist and counsel an employee during an interview, (3) interrupt an interview to clarify a question, and (4) provide information supporting an employee's case.

The employee has the right to, (1) remain silent at the interview meeting until Union representation is present, (2) consult with the Union representative prior to the meeting with management, and (3) know the topic of the meeting/investigation.

ARTICLE 6 UNION RIGHTS AND OBLIGATIONS

The SNRHA and the Union acknowledge the rights, obligations, and prohibited practices set forth in Chapter 288 of the Nevada Revised Statutes. In addition, the parties agree:

1. The SNRHA and the Union recognize and agree that the activities conducted on behalf of the Union by its Officers, Stewards, Bargaining Committee members and Union Representatives are essential in fostering and promoting a positive and productive relationship between the Parties. The SNRHA agrees that it will not in any manner or form impose restrictions upon or subject such Union members to disparate treatment, discrimination or retaliation. The SNRHA and the Union agree that employees eligible for membership in the Union shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join and participate in authorized and appropriate Union functions. The SNRHA reserves the right to make necessary adjustments to schedules of Union Representatives to ensure the operational needs of the SNRHA are maintained. Union Representatives will be designated by the Union. The Union is entitled to fifteen (15) Stewards, including a Vice President and a Chief Steward. To the extent possible, representation should be spread equally amongst departments. These Representatives can perform normal Union representative duties and shall be allowed reasonable time necessary to investigate grievances, attend grievance hearings or conduct Union business. It is agreed that investigations of grievances and attendance at grievance hearings shall be conducted during normal working hours and those employees involved shall be compensated at their normal rate of pay. The Union shall notify the SNRHA Human Resources Department in writing of the names of the Representatives.
2. Non-employee Representatives of the Union shall be admitted to the premises of the SNRHA upon reasonable notice to the Executive Director or Human Resources Manager of the SNRHA, to check on working conditions, assist in grievances and post notices regarding lawful Union activities in a manner that does not interfere with employees' performance of assigned duties. The SNRHA agrees to provide an area where Union representatives can meet in privacy with employees regarding grievances or consultation to determine if justification exists for a grievance. Union Representatives shall be allowed to post notices and communications on existing bulletin boards or areas used to communicate to employees, in accordance with Article 8, Bulletin Boards. Union Representatives shall have access to employees, and will be allowed to hold meetings and meet with the employees in appropriate rooms or areas of the SNRHA. Union Representatives shall be given access to employee cafeterias, break rooms, etc., when these are open. Union Representatives shall be given access to SNRHA worksites and may distribute literature to the employees. Employees shall be allowed to wear Union paraphernalia, buttons, lanyards, etc., so long as they are consistent with safety and reasonable dress standards, and in compliance with applicable law.
3. All Union Representatives, including the Chief Steward and the Vice-President, shall submit a release time form prior to requesting time off to his/her immediate supervisor in order to receive release time from duty each time they conduct Union business. Representatives shall be relieved of duty and remain in paid status unless operational demands prohibit

granting the request. Use of Representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. Employees may select other Union Representatives in the absence of the respective Representative who may be unavailable. If no Union Representative is available, the SNRHA shall provide an employee a reasonable period of time to obtain a Union Representative.

4. Union business shall include the investigation of grievances, representation of employees at meetings scheduled and held with management at any step of the grievance procedure, demotion/suspension/termination hearings, attendance at labor-management meetings, attendance at SNRHA Board Meetings and monthly Union Representative meetings. Any other Union related activities shall be deducted from the hours defined in Section 5.
5. For each separate fiscal year (July 1 - June 30) covered by the term of this Agreement, the Union will be allocated seven hundred and twenty (720) union leave hours which may be used without loss of pay for designated Union members to attend conferences, legislative sessions, conventions, and other Union business not specified in Section 4. If Union bank hours are exceeded, the employee shall be given the option to use accrued leave or any leave without pay. Requests for union leave shall be evaluated using the same criteria as vacation requests and will not be unreasonably denied. The SNRHA shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from SNRHA locations during normal work hours.
6. The Union shall be allowed thirty (30) minutes during new employee orientation for the purpose of orienting new employees to the Union and its structure. The time may not be used to make personal attacks or unfavorable comments regarding the administration and/or operations of the SNRHA. When an employee is hired into a classification in the bargaining unit, the SNRHA shall notify that employee that the Union is the exclusive representative and shall give him or her a copy of this Agreement.
7. The SNRHA agrees not to honor any, check off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organizations representing employees for the purpose of negotiation for wages, hours and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.
8. The Parties agree that negotiation dates will be established as far in advance as possible. The Parties agree that bargaining sessions shall be set at dates and times that are mutually acceptable. The Union shall be entitled to designate up to twelve (12) bargaining team members. If bargaining sessions occur during any part of the regular business hours, twelve (12) union committee members shall be compensated as time worked with no loss of wages or benefits.
9. The Union agrees to indemnify, defend and hold the SNRHA harmless against any and all claims or suits that may arise out of or by reason of action taken by the SNRHA in reliance upon authorization cards or information furnished by the Union advising the SNRHA to furnish monies to the Union submitted by the Union to the SNRHA.

10. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during the month of October each year provided the employee notifies both the SNRHA and the Union in writing. Failure to follow the proper procedure will not be honored. If dues deduction authorization is not revoked during such period it shall continue until the following October. If an employee member transfers to another bargaining unit position, he/she shall be continued on the dues deduction rolls. It is understood that this Section applies to employees who are in the bargaining unit and that dues deductions cease for employees who transfer or promote out of the bargaining unit or who terminate their employment with the SNRHA.
11. The Union will certify through the SNRHA Human Resources Department, in writing, the current rate of membership dues. Once the Union provides a dues deduction form to the SNRHA, the SNRHA will make every reasonable effort to honor the dues deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the dues deduction form.
12. Dues shall be remitted to the Union and deducted from employees by the SNRHA on a bi-weekly (every two (2) weeks) basis coinciding with the pay periods of the SNRHA, together with a list of employees and their social security numbers. The information shall be in computer readable electronic form, in any one of the following media:
 1. CD ROM in formatted text (space delimited) format
 2. E-mail the file to the Union

The report shall contain header information and be set up so that position "1" is the first position (not position "0"). The positional formatting shall be as follows:

POSITIONS 1-13	Social Security Number with the dashes
POSITIONS 14-54	Name as last, first name
POSITIONS 55-60	The dollar amount of the remittance without a dollar sign, left unjustified

13. The SNRHA will deduct from each employee's check an amount voluntarily authorized for the COPE (Committee on Political Education) and submit same bi-weekly (every two (2) weeks) to the Union. Once the Union provides an authorized deduction form for the COPE (Committee on Political Education) to the SNRHA, the SNRHA will make every reasonable effort to honor the COPE deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the COPE deduction form. COPE deductions shall be remitted to the Union and deducted from employees by the SNRHA on a bi-weekly (every two (2) weeks) coinciding with the pay periods of the SNRHA.
14. The SNRHA shall provide by the tenth (10th) of each month to the Union the following:
 - A. A separate report identifying new hires, temporary or seasonal employees, current bargaining unit eligible employees, terminated employees, classification changes for

employees (promotions, demotions and reclassifications) and transfers.

- B. Each report shall be submitted in alphabetical order and in an available format requested by the Union. This report shall be in computer-readable form in any one of the following media containing header information and a field record layout:
 - 1. CD ROM in formatted text (space delimited) format
 - 2. E-mail the file to the Union
- C. Each report shall list the following information: employee's name, social security number, home address, member/non-member status, classification (job title), employment (full or part time), department name, work location, work phone number, shift, date of hire, and wage rate.
- D. Classification changes (promotions, demotions, reclassifications), in addition to the information identified in Section C. above, shall identify the previous classification and the new classification and the effective date of the change.
- E. Transfers, in addition to the information identified in Section C. above, shall identify the previous department, the new department, and the effective date of the transfer.
- F. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved. These reports shall be provided to the Union no later than the tenth (10th) of each month.

ARTICLE 7 NON-DISCRIMINATION

SNRHA agrees not to discriminate against any employee because of his/her membership in the Union or because of his/her Union activities.

The Union agrees that it will not attempt to force or intimidate anyone into joining the Union.

SNRHA and the Union agree that they shall not discriminate against any employee on the basis of race, religion, color, sex, sexual orientation, age, marital status, national origin, physical or visual handicaps, because of political or personal reasons or affiliations, or Vietnam era or special disabled veteran in accordance with applicable federal and state laws, so long as bona fide occupational qualifications are met.

All employees have the right to a work environment free from intimidation and harassment.

Alleged violations of the foregoing paragraph three (3) of this Article shall be subject to the grievance procedure set forth in Article 12, but no grievance will be referred to arbitration unless: (1) the claim has not been previously asserted in federal or state court, or the NERC/EEO complaint procedure, and (2) the grievant signs an agreement that arbitration will be the exclusive forum for

such claim and waives his/her right to pursue such claims in court.

Nothing in this article shall require the Union to process or refer to arbitration any grievance which, in the sole, good faith judgment of the Union, is not meritorious.

ARTICLE 8 BULLETIN BOARDS

SNRHA agrees to provide a bulletin board at each work site so that the Union can use the board to post meeting notices, Officer or Representative election notices and results or other information that is of interest to the membership.

1. SNRHA shall provide reasonable space on a designated bulletin board, in a readily accessible area in each department that is normally used for communications to employees, to the Union for posting of materials related to Union business. Any materials posted must be dated and initialed by a Union officer, the Executive Director or Chief Steward responsible for the posting (and a copy of all materials posted must be provided to the Human Resources Manager at the time of posting).
2. Union notices relating to the following matter may be posted without the necessity of receiving the Human Resources Manager's prior approval:
 - a. Union recreational and social affairs;
 - b. Notice of Union meetings;
 - c. Union officer and committee appointments;
 - d. Notice of Union elections;
 - e. Results of Union elections;
 - f. Reports of standing committees and independent arms of the Union; and
 - g. Publications, rulings or policies of the Union.
3. All other notices of any kind not covered by (a) through (g) above must receive prior approval of the Human Resources Manager. It is also understood that no material may be posted on bulletin boards at any time which contains the following:
 - a. Personal attacks upon any other member or any other employee;
 - b. Scandalous, scurrilous or derogatory attacks upon the administration;
 - c. Scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

The parties shall establish a joint Labor/Management Committee composed of seven (7) members. The composition shall consist of four (4) bargaining unit members and three (3) members of Executive Management.

The Union shall appoint those members of the Committee that are bargaining unit members, and the SNRHA shall appoint those members of the Committee that are excluded from the bargaining unit(s).

The Committee shall meet on a quarterly basis beginning on the first (1st) of the month following the effective date of this Agreement and continuing every quarter thereafter, or more frequently, as needed. Executive Management shall select an executive member to serve as Committee Secretary. The Chairperson of the Committee shall be elected each year, and shall alternate between Management and Union representatives on the Committee. The Committee meetings shall be held at SNRHA during regular work hours at a mutually agreeable time and on mutually agreeable dates. The purpose of the Committee meetings shall be to:

1. Discuss the general administration of this Agreement;
2. Promote regular dialog between the parties and memorialize agreements;
3. Discuss updates and/or changes in the benefit packages provided pursuant to this Agreement;
4. Discuss budgetary matters to provide transparency; particularly in the area of the use of temporary or contracted workforce;
5. Provide notices to Union/Management as required by this Agreement;
6. Discuss updates and/or changes in the SNRHA Policies;
7. Discuss other matters of concern to the parties, excluding pending grievance(s) and arbitration matters, and;
8. All other responsibilities outlined in the Collective Bargaining Agreement.

To facilitate the adjustment of work schedules, the committee will notify all members and their immediate supervisors of the dates and times of committee meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.

Union committee members shall not lose pay for the time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked.

The agenda shall be established and distributed to committee members one (1) week prior to the meeting.

ARTICLE 10 HEALTH AND SAFETY

If an employee believes that working conditions exist that may be hazardous to his/her health or welfare, he/she must immediately contact his/her immediate supervisor.

The employee, the supervisor, and the Union Representative, if requested, shall expeditiously investigate the situation. If the supervisor determines that an unsafe working condition exists, then immediate efforts shall be made to correct the situation.

If the employee is dissatisfied with the determination of the supervisor, he/she may request a review by the Safety Officer. If the Safety Officer and the immediate supervisor cannot reach an agreement, they will request that the next level of supervision make the determination.

It is agreed that no employee shall be required to work in a situation that has been determined to be unsafe.

Section 1

The employer understands that it has the sole responsibility to provide a safe workplace and to correct health and safety hazards, and that nothing in this Agreement shall imply that either the Local or the International Union has undertaken or assumed any portion of that responsibility.

Section 2

The existing labor-management health and safety committee established pursuant to NRS 618.383 shall be composed of an equal number of management and Union representatives, with each party appointing three (3) members of its choosing, with the chair being taken by the Union and management in alternate meetings. The Union will select its own representatives. Union committee members shall not lose pay for the time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked.

Section 3

SNRHA agrees to comply with all local, state and federal health and safety laws, regulations and guidelines. Special protective devices, wearing apparel and other equipment, coveralls, goggles, hard hats and excluding shoes, determined by the SNRHA Safety Committee or appropriate Governmental Agency to be necessary for protection from accident and health hazards shall be provided by SNRHA. Where such protective devices are required for the safety of employees, the employees must wear them while working or in the required area.

Section 4

All video display terminals shall have or be equipped with anti-glare screens and an adjustable document holder. All future VDT workstations will be designed ergonomically with such features as adjustable chairs (height and back support), and VDT's will have detachable keyboards, anti-glare screens, adjustable brightness and contrast controls.

The agenda shall be established and distributed to committee members one (1) week prior to the meeting.

ARTICLE 11 PROBATION

All employees hired into classifications covered by this agreement shall be considered as probationary employees until they have completed one hundred and twenty (120) calendar days of employment in non-supervisory positions and one hundred and eighty (180) calendar days of employment in supervisory positions.

Non-probationary employees who voluntarily transfer, voluntarily demote, or promote shall serve a qualifying period. This qualifying period shall be one hundred and twenty (120) calendar days for non supervisory positions and one hundred and eighty (180) calendar days for supervisory positions.

Non-probationary employees promoted to supervisory positions or transferred to new classifications shall have the right to return to his/her previous position, without loss of seniority, unless that position has been filled. If the previous position is filled, the employee shall be placed in a comparable position for which he/she is qualified. Employees promoted to supervisory positions shall receive a written appraisal, no later than sixty (60) days from the date the employee is promoted to supervision.

Probationary employees may be disciplined or discharged with or without just cause and without recourse to the grievance procedure.

ARTICLE 12 SENIORITY

An employee's seniority shall commence from the employee's most recent date of hire. In the event a current employee was hired by Clark County Housing Authority or The Housing Authority of the City of Las Vegas prior to the effective date of this agreement, the employee's seniority will commence from the employee's most recent hire date of the respective agency. An employee whose employment terminates for whatever reason shall lose his/her seniority. Only a reinstated employee who has been laid off by SNRHA or reinstated due to the grievance procedure shall have his/her seniority restored and have the time count toward the accrual of seniority, thus bridging the time.

An employee shall cease to accrue seniority during any period of leave of absence without pay.

ARTICLE 13 DISCIPLINE AND DISCHARGE PROCEDURES

Employee Conduct

It is expected that all SNRHA employees shall render the best possible service and reflect credit on the SNRHA, and, therefore, high standards of conduct are essential. No employee that has completed their probationary period shall be disciplined, unless such discipline is for just cause.

Improper conduct may be cause for disciplinary action.

Discipline and Discharge Procedures

The SNRHA has the right to discharge or otherwise discipline an employee for just cause at any time. Discipline involves actions taken by the employee's supervisor(s) in a timely manner in situations where specific job-related employee behavior or performance is unacceptable in that the employee has violated the employer's established work rules or performance standards, and it is the intent of the employer to document the infraction(s).

Discipline shall be progressive from minor to major forms of disciplinary actions dependent upon the seriousness of the offense, as a serious offense may result in discipline being imposed at some level other than an oral warning.

The employee has the right to resign their employment at any time. Consistent with the provision of this Article, an employee will be subject to a disciplinary/discharge process which will include the following:

1. **DISCUSSION AND ORAL WARNING:** When an employee's performance or conduct falls below standard, the employee's supervisor shall discuss the matter with the employee, outline corrective action required and discuss means of bringing the employee's conduct or behavior up to acceptable standards. A reasonable period of time shall be stated for improvement or correction.
2. **WRITTEN REPRIMAND:** In any situation where a discussion and oral warning have not resulted in correction of the condition, a written reprimand shall be prepared outlining the nature of the problem, stating actions required in writing that are to bring behavior and/or performance up to standard and stating a minimum time within which to comply. A copy of the written reprimand shall be furnished to the employee, and a copy shall be placed in his/her personnel file.
3. **SUSPENSION:** When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Executive Director or his designee shall be authorized to suspend an employee with or without pay. Any action to suspend shall be in writing outlining the nature of the problem. A copy shall be furnished to the employee, his/her supervisor, the appropriate Department Head and the Executive Director. A copy shall be furnished to the Human Resource Manager for placement in the employee's personnel file.
4. **DEMOTION OR DISCHARGE:** The Executive Director or his/her designee shall also be authorized to demote an employee to a lower classification or to discharge the employee when other forms of disciplinary or corrective action have proven ineffective or when the seriousness of the offense or condition warrants.

An employee who is disciplined, demoted or discharged shall have the right to file a grievance under the Grievance and Arbitration Article of this Agreement.

If it is deemed advisable by the SNRHA to suspend an employee pending discharge, prior to a thorough investigation, said employee shall be paid administrative leave for all days missed.

In such event, however, the SNRHA shall conclude the investigatory process within ten (10) business days from the date the employee is suspended pending discharge, unless the employee being investigated fails to submit documentation in their possession pertinent and/or material to the investigation when such documentation or information would be indicative as to the guilt or innocence of the employee, or if the SNRHA is unable to conclude the investigation as a result of extenuating and unforeseen circumstances clearly and conclusively beyond the control of the employer. In the event the investigation is not concluded in the prescribed time period, the employee shall be paid administrative leave.

ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of this grievance procedure is to provide a method to resolve a dispute between the parties as to the interpretation or application of the express terms of this agreement. Discipline subject to the grievance procedure is defined as a written reprimand, suspension, demotion or involuntary termination. The time limitations and constraints in which an employee must file a grievance as provided herein and which follow below shall not apply in matters relating to compensation, or any other economic issue.

Informal Step:

Nothing herein shall preclude, nor compel, the parties from engaging in an informal discussion between the grievant, the grievant's immediate supervisor and the Union in an attempt to resolve the matter prior to filing a formal written grievance.

Any alleged improper treatment of an employee is considered to be a matter subject to review through this grievance procedure.

The SNRHA or the Union has the right to file a written grievance alleging a violation of the Agreement within ten (10) working days after the employee receives written notice of the violation. If a grievance is not filed or processed in accordance with the time limits herein, it shall not be subject to the Grievance and Arbitration Procedure, unless the parties have mutually agreed to extend time limits.

STEP 1: An employee who believes that he/she has a grievance shall, within ten (10) working days after the employee receives written notice of the alleged violation, request a formal meeting with his/her department head to discuss the employee's grievance. The employee, or the Union on behalf of the employee, is required to complete a grievance form and submit a copy to the department head and a copy to the Human Resources Department. The grievance shall be submitted on a form mutually agreed to by both parties and shall state the specific provision(s) of the agreement alleged to have been violated and the remedy sought. The employee may be represented at the formal meeting by the SNRHA employee representative designated for their area. The Department Head shall schedule and hold a meeting with the employee to discuss his/her grievance within ten (10) working days of the employee's request. The Department Head shall give an answer in writing within

ten (10) working days following such meeting. In the event the department head does not respond within the ten (10) working days as herein provided, the grievance shall be considered sustained in all respects and the requested remedy shall be promptly implemented. In the event the party issuing discipline is the Department Head, the grievance process shall be deferred to Human Resources to randomly select a Department Head.

STEP 2: If the employee's grievance is not resolved to his/her satisfaction by the Department Head, the employee or the Union on behalf of the employee shall provide a copy of the grievance form to the Executive Director within ten (10) working days of the answer of the Step 1 meeting. The Executive Director or designee shall schedule and hold a hearing within ten (10) working days of receipt. The Executive Director or designee shall give an answer in writing within ten (10) working days following such hearing. In the event the Executive Director does not respond within the ten (10) working days as herein provided, the grievance shall be considered sustained in all respects and the requested remedy shall be promptly implemented.

STEP 3: If the employee's grievance is not resolved to the mutual satisfaction of the parties by the Executive Director, the Union, on behalf of the employee, may within seven (7) working days after receiving the written response from the Executive Director appeal the matter to arbitration by notifying the Human Resources Manager in writing of its intent to appeal the grievance to arbitration. The notice of intent to arbitrate must be submitted by the executive director of the Union or his/her designee.

The parties will then jointly request a panel of arbitrators from the FMCS.

The selection shall be done by the striking of names alternating as to whom strikes the first name. The initial decision to determine which party strikes first will be done by coin flip. The parties agree that the selection of the arbitrator shall occur within thirty (30) days unless both parties agree upon an extension. The selected arbitrator must be available within sixty (60) days of selection unless both parties agree upon an extension. If the arbitrator cannot be available within sixty (60) days, then the process will be deferred to the last stricken arbitrator. This process may continue until all arbitrators have been exhausted.

The arbitrator's decision shall be final and binding and it shall be the exclusive remedy for any alleged violation of the agreement. The arbitrator's jurisdiction is limited to interpreting the agreement and he or she is not allowed to add to, amend, alter, or modify the agreement in any way. The arbitrator shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance, as set forth in this procedure. The arbitrator shall consider and decide only the particular issues presented by the Union and the SNRHA and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this agreement. Any and all awards issued by the arbitrator shall be limited in retroactivity to the date of the alleged violation or the filing of the grievance as determined by the arbitrator.

The arbitrator shall have thirty (30) days from the date of the submission of the post hearing briefs, if any, to issue a decision.

The cost of the arbitrator and any court reporter shall be shared equally by the parties. Each party shall bear the expense of representing its own case.

The SNRHA shall not tolerate any form of retaliation against any employee who avails himself/herself of this disciplinary grievance procedure. The disciplinary grievance procedure shall not be construed, however, as preventing, limiting or delaying the SNRHA from taking disciplinary action against any employee, up to and including discharge, in circumstances where the SNRHA deems disciplinary action appropriate.

ARTICLE 15 EMPLOYEE WORK SCHEDULE

The normal workweek shall be Monday through Friday. The normal workweek shall be forty (40) hours exclusive of a lunch period. The normal workday shall be eight (8) hours and shall commence at 8:00 a.m. and end at 5:00 p.m.

The SNRHA reserves the right to adjust the schedules of all employees or certain classifications of employees to reflect seasonal differences and hours of daylight or operational needs of the SNRHA.

The SNRHA shall give, at minimum, five (5) calendar days advance notice to employees of changes in starting and quitting times.

Where a two-thirds (2/3) majority of employees in the same work area desire a change in the work schedule, and make such desire known in writing, including the reasons for the change, the SNRHA will consider the change in the work schedule, but reserves the right to retain the existing work schedule where operational conditions and circumstances exist which prevent the implementation of the change. Where it is determined by the SNRHA that conditions and circumstances in the same work area allow for such an adjustment in the work schedule, the SNRHA shall effect such change. The SNRHA may institute a trial period for work schedule changes for the purpose of evaluating same. Where it is determined by the SNRHA that operational conditions and circumstances exist which prevent the implementation of the change, SNRHA shall provide the Union with the specific reasons in writing. Alternative work schedules may include nine (9) hour or ten (10) hour workdays.

The SNRHA and the Union agree to implement an alternative workweek schedule. The program would allow the SNRHA to establish a basic workweek schedule to comply with the Fair Labor Standards Act definition of workweek, Section 778.105, and to define the workday. (Located in FLSA Regulations, 29 CFR, July 1985).

Employees working flex-time schedules shall utilize annual and sick leave at the same rate normally applicable for the day(s) scheduled to be worked. For example, if an employee is scheduled to work nine (9) hours, the employee shall utilize nine (9) hours of annual or sick leave.

With respect to holidays which fall on a nine (9) or ten (10) hour workday, in such instances an employee working an alternative work schedule will be credited with nine (9) or ten (10) hours pay accordingly. The pay for each holiday shall be equal to the employee's work shift (8, 9, or 10 hours) at the employee's regular straight time hourly rate.

Employees shall receive consecutive days off.

SNRHA maintenance employees shall be allowed one (1) five (5) minute cleanup period prior to the lunch break and one (1) ten (10) minute cleanup period at the end of the work day.

The SNRHA reserves the right to set the lunch schedules of employees and shall give employees advance notice of their lunch schedules. The SNRHA reserves the right to designate lunch facilities and to regulate employee usage of SNRHA facilities that are generally used as lunch facilities.

Employees shall be granted two (2) fifteen (15) minute work breaks during the normal workday. Unless there is an emergency, such breaks shall not be scheduled by the SNRHA within one (1) hour of the employee's starting time, quitting time or lunch periods.

ARTICLE 16 PAY PERIODS

The SNRHA pay year will consist of twenty-six (26) biweekly pay periods. The biweekly pay period will begin on Sunday at 12:01 a.m. and end at 12:00 midnight on the second Saturday following the pay period start. Paychecks will be distributed the first Wednesday following the end of the preceding pay period. The paycheck will include the regular and overtime earnings of the employee for the preceding pay period, plus or minus adjustments.

Employees who have been approved to be off work on annual leave may request paychecks in advance for all wages earned plus the annual leave time accrued up to and including the annual leave period approved, except that the annual leave advance shall not exceed the time period of the annual leave approved.

In the event the parties mutually agree, in writing, the SNRHA may convert to a weekly pay period at any time during the duration of this agreement. The Union will be notified sixty (60) days in advance of any changes in pay periods.

ARTICLE 17 EQUIPMENT, TOOLS, SUPPLIES AND UNIFORMS

Equipment

SNRHA agrees to provide employees with the adequate tools, instruments, equipment, keys and vehicles which the SNRHA determines are necessary to satisfactorily accomplish their assigned duties. Tools, instruments, equipment, master and security keys, and vehicles which are lost, missing or damaged due to employee negligence are replaced by the SNRHA and the replacement cost up to a maximum of one thousand dollars (\$1,000.00) will be charged to the employee.

Uniforms

It is agreed that uniforms in the maintenance department are an SNRHA identity requirement. For this reason each maintenance employee shall be provided with uniforms by the SNRHA. Each employee agrees to report to work with a clean uniform. Uniforms that are lost, missing or damaged due to employee negligence shall be replaced by the SNRHA with the cost of such replacement charged to the employee. SNRHA agrees to pay the cost for uniform cleaning.

Employees may not wear SNRHA badges or uniforms when conducting off-duty activities in public.

For those employees exposed to the elements during the course of discharging their assigned duties, the SNRHA hereby agrees to make available to such employees uniforms made of fabrics appropriate for those elements (i.e., summer and/or winter).

Employees shall not be responsible for items that are issued to them but that are damaged, lost or stolen through no fault of their own.

Employees experiencing problems with equipment and/or supplies should follow the proper procedures/proper chain of command to alert their supervisor and or management of any persistent problems.

ARTICLE 18 ACTING PAY

An employee who is temporarily assigned, with prior approval of the Department Head, the duties of a position in a higher class for a period of three (3) or more consecutive working days shall be paid at a rate two (2) steps above his/her regular hourly rate in his/her current salary range or five percent (5%) if at the top of the salary range, retroactively to the first such date. Acting pay is not paid when the employee acting in a higher class is in a leave status. Acting pay for periods up to thirty (30) calendar days requires the written approval of the Department Manager and may not exceed thirty (30) calendar days without the approval of the Executive Director or his designee. No acting pay will be given without the appropriate written approval. A copy will be provided to Human Resources for inclusion in the employee's personnel file. No temporary acting assignment shall extend beyond one hundred and eighty (180) calendar days without Executive Director approval. The employee has the right to refuse the acting assignment.

ARTICLE 19 MILEAGE

Any employee who uses his/her personal vehicle to conduct SNRHA business at the request of SNRHA, shall be reimbursed, upon the written approval of his/her Department Head, at the IRS rate. An employee using his/her personal vehicle to conduct SNRHA business must possess a valid Nevada Driver's License and provide the Human Resources Department with evidence of current liability insurance.

ARTICLE 20 TRAVEL PROVISIONS

Authorized travel is made available for the benefit of the SNRHA, to attend meetings with HUD or professional organizations in the field of subsidized or assisted housing. No employee has a vested right or interest in any proposed travel, even though specific travel may be included in one or more approved budgets.

Travel within and outside the jurisdiction of the SNRHA shall be in accordance with the SNRHA's Travel Policy.

ARTICLE 21 WAGES/HOURLY WAGE RATES

Effective February 1, 2010, for all employees hired by The City of Las Vegas Housing Authority, all steps in the classification and salary ranges shall be increased by two and one-half percent (2.5%), resulting in a two and one-half percent (2.5%) wage increase for The City of Las Vegas Housing Authority employee.

Effective February 1, 2011, all steps in the classification and salary ranges will remain the same resulting in zero percent (0%) wage increase for all SNRHA employees.

The Parties agree to a reopener limited to Article 21 Wages/Hourly Wage Rates for wages that would be effective February 1, 2012. Reopener negotiations shall commence October 1, 2011.

ARTICLE 22 PERFORMANCE EVALUATIONS AND MERIT INCREASES

The primary purposes of the performance appraisal system are to inform the employee what is expected of them, to inform the employee how they are performing their duties, and to provide a basis for merit salary increases and retention in employment with the SNRHA. Written performance plans contain criteria for measuring performance and are not appropriate for addressing conduct issues.

To be eligible for a performance rating, an employee must have completed at least one (1) year of regular service, and served at least ninety (90) days during the rating period under the performance plan for his/her position. The one (1) year of qualifying service begins with the regular hire date, last promotion, demotion date or the extended performance date. If an employee has served in two (2) positions whose duties are essentially the same, then the employee's supervisors shall jointly evaluate the employee.

The annual performance evaluations are due on the employee's anniversary date. If the performance evaluation is not completed for an employee within fourteen (14) days following the anniversary date, he/she shall receive a 1-Step merit increase but shall remain unrated until such

time as an evaluation is completed. Rating officials failing to complete an employee's performance appraisal within the fourteen (14) day period is subject to disciplinary action.

If, due to an extended absence of the supervisor, the time frames for meeting above average or outstanding ratings are not met, the employee's evaluation may be postponed; however, the rating must be completed within thirty (30) days after the supervisor returns to work. In any such case the merit increase shall be retroactive.

If, due to an employee's extended absence, the supervisor cannot properly evaluate the employee's performance on the anniversary date, the rating period may be extended an additional ninety (90) days to allow the supervisor sufficient time to observe the employee's performance. If the employee is not in a duty status on his/her anniversary date, the performance evaluation must be completed within thirty (30) days after the employee returns to work. If this situation occurs, the employee and the bargaining unit will be notified in writing of the extension.

If the employee's regular supervisor has not had sufficient opportunity to evaluate the employee due to the employee's extended acting assignment to duties unrelated to the regular position, the evaluation must be completed within thirty (30) days of termination of the acting assignment and return to their regular position. The employee's appraisal and/or merit increase will be retroactive to the anniversary date.

When it is necessary to extend rating periods, the employee's anniversary date will not be changed. Should the employee receive an above average or outstanding rating at the end of the extension period, the merit increase will become effective accordingly at the beginning of the first pay period after completion of the performance appraisal, except as noted in paragraphs four (4) and six (6) above.

Performance plans will be communicated to employees no later than forty-five (45) days after the beginning of the rating period. If the prior year's performance plans are to remain unchanged that should also be communicated to the employee with a copy of the performance plan for the new rating year.

One (1) formal "interim" performance review is required during the rating year. Such reviews shall be conducted at the completion of six (6) months of continuous service, but no later than the ninth (9th) month. Such reviews shall be documented on the cover sheet of the performance plan.

Whenever the supervisor has evidence of changed work habits or performance on the part of the employee, the change in performance shall be documented, in writing, and reviewed with the employee.

The supervisor shall discuss each employee's evaluation with that employee and explain the reasons for the rating given. The employee shall be allowed the opportunity to submit written comments on his/her rating and those comments will be included with the evaluation for inclusion in the personnel file.

When there is insufficient opportunity to rate an employee on an element, it is marked NA (not applicable). Rating the employee on potential or assigning an "assumed" rating is inappropriate and may unduly influence the summary rating.

Except for the above instance, a rating level must be assigned to each Essential and Required Element. The overall summary rating shall be determined as follows:

- Assign **Outstanding**: When rating is 95 to 100.
- Assign **Above Average**: When rating is 85 to 94.
- Assign **Satisfactory**: When rating is 70 to 84.
- Assign **Unacceptable**: When rating is 0 to 69.

Unacceptable, satisfactory, above average or outstanding.

Employees receiving an overall rating of unacceptable or satisfactory will not receive a merit increase. Employees receiving an overall rating of above average will receive a one-step increase. Employees receiving an overall rating of outstanding will receive a two-step increase.

All performance ratings will require the employee's signature, rating official and reviewing official signature, and a copy will be provided to the Human Resources Department and the employee.

An employee who is dissatisfied with the annual appraisal must discuss the dissatisfaction jointly with the rating and reviewing official before requesting a review by the Executive Director. The discussion must take place within seven (7) calendar days of the employee's receipt of the annual appraisal which has been signed by the rating and reviewing officials. The rating official's written decision must be provided to the employee within ten (10) calendar days of the discussion. To request a review of his or her annual appraisal by the Executive Director, the employee must send a written request to the Human Resources Manager within seven (7) calendar days of receipt of the decision from the rating and reviewing official. The request for review must contain as a minimum the following: (1) A copy of the annual appraisal and position description for which a review is being requested; (2) Specific area(s) or details of the annual appraisal for which the review is being requested; (3) Why the employee believes the rating of record is in error, with any supporting facts and documents; (4) The action the employee requests of the Executive Director; and (5) The results of the discussion(s) with the rating and reviewing officials when attempting resolution and a copy of the decision.

The Executive Director shall have available all resources necessary to complete the impartial review and render the final decision. A review shall be made of the applicable performance appraisal documents, position description, and the employee's notice of dissatisfaction, in addition to discussing the issues with the rating and reviewing officials, the employee, the employee's representative, or others, if applicable.

The Executive Director's decision will be based on two issues: (a) an impartial review of the employee's dissatisfaction with the application of his/her performance standards when the employee believes such application adversely affects the annual appraisal, and (b) a determination as to

whether the established essential or required elements and the corresponding performance standards are job related. The Executive Director shall make a final decision to sustain the original rating level or change it to a higher level rating in which case the merit increase shall be retroactive to the employee's anniversary date. The Executive Director's decision is final and binding and a copy of the decision will be provided to the employee, in writing, within twenty-one (21) days of review. The written notification becomes the official rating and is filed in the Employee's personnel file.

ARTICLE 23 OVERTIME

This Article excludes all exempt employees as agreed upon by the Parties.

An employee required to work overtime shall be compensated at an overtime pay rate of time and one-half (1-1/2) for hours worked in excess of eight (8) hours in one (1) workday or forty (40) hours in any workweek. The workweek shall begin on Sunday at 12:01 a.m. and shall end at midnight of the following Saturday.

An employee required to work on Saturday shall be compensated at the rate of time and one-half (1-1/2) for all hours worked. An employee requesting to work on Saturday shall not be compensated at time and one-half (1-1/2) unless the employee's hours exceed forty (40) in the workweek or eight (8) in the workday.

An employee required to work on Sunday shall be compensated at the rate of time and one-half (1-1/2) for all hours worked. An employee requesting to work on Sunday shall not be compensated at time and one-half (1-1/2) unless the employee's hours exceed forty (40) in the workweek or eight (8) in the workday.

Annual Leave, compensatory time, holidays and other paid leave shall be considered as time worked for the purpose of computing overtime. Sick Leave shall not be considered as time worked for the purpose of computing overtime.

When an employee is required by the SNRHA to work on a holiday, the SNRHA shall compensate the employee at a rate of time and one-half (1-1/2) for all hours worked in addition to the eight (8) hours holiday pay at the employee's regular straight time hourly rate of pay.

If the SNRHA should require an employee to return to work after completing their work shift, the SNRHA shall pay the employee a minimum of two (2) hours pay at time and one-half (1-1/2).

Overtime pay provided in this Article is at the rate of time and one-half (1-1/2) and shall be made in compensatory time off or overtime cash payment at the discretion of the employee. Compensatory time off shall be used in the following ninety (90) days. Compensatory time may be accumulated to a maximum of one hundred (100) hours. All requests to use compensatory time must be made and approved at least twenty-four (24) hours in advance of the time off except in cases of emergency as determined by the Department Head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 27, unless all sick leave has been exhausted. An employee's compensatory time balance must equal zero (0) before the employee will

be permitted to use vacation leave, unless an employee's vacation leave balance is two hundred (200) hours or greater on the last payday in November. Any compensatory time accumulated above one hundred (100) hours shall automatically be paid to the employee and will be included in the regular paycheck.

An employee working an alternative work schedule of nine (9) or ten (10) hour shifts will be compensated at an overtime pay rate of time and one-half (1-1/2) for hours worked in excess of nine (9) or ten (10) hours per shift, or hours in excess of the normally scheduled workweek under the flex program (i.e., thirty-six (36) or forty-four (44) hours).

Employees may not work overtime without the approval of their supervisor. All overtime must be approved in advance by the employee's supervisor except in an emergency situation, and those instances when additional time would be necessary to complete a work order that should not be delayed until the following day.

In the event an employee transfers from one department (within the SNRHA) to another, or moves to a position not covered by this bargaining unit, all accumulated compensatory time will be paid to the transferring employee in a lump sum payment, within thirty (30) days of the effective date of transfer.

ARTICLE 24 LONGEVITY PAY

To be eligible for Longevity Pay an employee must have eight (8) years of service. To be eligible to receive the Longevity Pay the employee must have achieved eight (8) years of service before December 1st.

In the event a current employee was hired by The Clark County Housing Authority who has eight (8) or more years of service they will initially receive a lump sum payment of three percent (3%) of their annual base salary. In subsequent years, they shall receive their one-half percent (1/2%) increase in their longevity bonus for each year worked up to a maximum of ten percent (10%).

Each employee, after accumulating the requisite years of service with SNRHA, shall receive a lump sum payment of three percent (3%) of their annual base salary on or about December 1st of each year. Further, each year after eight (8) years of service such employee shall receive a one half percent (1/2%) increase in their longevity bonus for each year worked up to a maximum of ten percent (10%), which shall include the three percent (3%) starting rate and the aggregate one half percent (1/2%) annual increases.

Longevity bonus checks shall be issued in a separate check other than a regular check.

Further, employees who have attained the requisite years for longevity pay and who subsequently retire, or are laid off, or terminate their employment with SNRHA prior to December 1st of any given year will be eligible to receive a prorated longevity bonus.

ARTICLE 25 HOLIDAYS

Holidays for regular employees shall be:

January 1	New Year's Day
3 rd Monday of January	Martin Luther King Day
3 rd Monday of February	Presidents Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday of October	Nevada Admissions Day
November 11	Veterans Day
4 th Thursday in November	Thanksgiving Day
Friday following the 4 th Thursday in November	Family Day
December 25	Christmas Day

Employee Birthday

An employee will be allowed to take a paid leave day to be taken on their birthday or within the sixty (60) day period after their birthday. The birthday leave may not be accrued and must be taken within the prescribed period or lost, except where the employee was denied the birthday leave within the prescribed period as a result of superseding priorities of the SNRHA. In the event of the preceding, the employee will be required to take his/her birthday leave within a sixty (60) day period immediately following such SNRHA established priority, and if not taken within this period will lose this benefit.

In addition, every public holiday declared by the President of the United States or Governor of Nevada shall be observed by all employees and each employee shall be compensated for such time.

If any of the above-mentioned holidays should fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above-mentioned holidays should fall on Sunday, the Monday following shall be observed as the holiday.

If any of the above holidays occurs while the employee is on paid leave status, then such an employee shall be granted holiday time off with pay.

All other employees, not on paid leave status (for the purpose of this Article, paid leave is recognized as prior approved annual leave) must work the normal workday both before and after the holiday, unless their absence is due to verified illness or circumstances beyond their control. When abuse is documented based on prior attendance incidents, the SNRHA will request documentation to confirm the absence.

ARTICLE 26 ANNUAL LEAVE

Annual Leave shall be earned as follows:

- In the first two (2) years of regular employment, an employee may earn ten (10) days Annual Leave which shall be accrued at the rate of three point zero eight (3.08) hours per pay period.
- After two (2) years of regular employment, beginning the first day following the two (2) year anniversary date, and through the tenth (10th) year of employment, a regular employee may earn fifteen (15) days of Annual Leave, which shall be accrued at the rate of four point six two (4.62) hours per pay period.
- After ten (10) years of employment, a regular employee may earn one (1) additional day of Annual Leave per each year worked, up to a maximum of twenty (20) days a year.

Upon approval by the Executive Director, an employee may be advanced Annual Leave; however, an employee who has taken advanced Annual Leave beyond that accumulated at the time of termination shall make restitution for such leave.

Use of Annual Leave must be approved, in advance, by the Department Head or designee, except where the employee has less than ninety (90) days service, in which case the use of Annual Leave must be approved by the Office of the Executive Director.

An employee must use a minimum of five (5) leave days consecutively per year, provided that such leave has been earned and is available for use. Annual Leave may be used in increments of fifteen (15) minutes.

Once Annual Leave has been approved in advance, SNRHA agrees not to cancel the Annual Leave unless: (1) when the time comes to use such leave the employee has not accumulated/been advanced enough time to cover the leave period approved, in which case only the leave approved in excess of accumulated leave shall be canceled, or (2) an emergency arises. If the SNRHA cancels an employee's leave because of an SNRHA emergency, SNRHA agrees to compensate the employee for any documented monetary loss the employee may incur due to the cancellation.

An employee may accumulate up to two hundred forty (240) hours Annual Leave during the calendar year but may not carry over from one calendar year to the next in excess of two hundred forty (240) hours. In the event of an employee's separation from the SNRHA, for any reason, the employee will forfeit any Annual Leave accumulated in excess of two hundred forty (240) hours. An employee who is on an approved absence owing to a circumstance not covered by other provisions; or who has exhausted his/her sick leave or other paid leave may request the use of accrued or advanced Annual leave to cover the absence. It is understood that the SNRHA is not required to approve Annual Leave for any special circumstance.

All Annual Leave shall be paid to the employee at his/her wage rate in effect at the time that the Annual Leave is taken.

A full time regular employee will, upon permanent separation from the SNRHA, be paid for Annual Leave accumulated, subject to the two hundred forty (240) hour maximum. In the event of an employee's death, payment for accumulated leave will be paid to the beneficiary designated by the employee, or the employee's heir(s), subject to the two hundred forty (240) hour maximum.

Employees who retain Annual Leave on the books, which was accumulated under the policies in effect prior to February 1, 1990, shall continue to be entitled to have such Annual Leave available for their use. Such Annual Leave shall not be subject to the maximum accumulation provisions of this Article. Any such employee shall also continue to be entitled, upon termination of employment, to be compensated for all such remaining Annual Leave in accordance with the policies established by the SNRHA, except that such days may be paid to the employee over a six (6) month period at the rate established by the SNRHA policies.

Annual Leave Cash-in Program

The Annual Leave Cash-In Program allows covered employees the opportunity to cash in up to two (2) weeks pay each year. Employees will be provided this opportunity in June and/or December of each contract year. The Human Resources Department must be notified by May 1 for June payment and by November 1 for December payment. Checks will be delivered to employees requesting such payment during the second (2nd) pay period of June and/or December.

Vacation Scheduling Procedure

A seniority list will be posted for each appropriate group by department on the first (1st) business day following January 1st and remain posted for ten (10) calendar days. Between the first (1st) business day following January 1st and the tenth (10th) business day of each calendar year, employees will be solicited for vacation requests in order of seniority as defined in Article 12. Concurrent with selecting their vacation, the employee shall complete a vacation request form. Requests for a vacation under the seniority principle shall be for five (5) or more consecutive working days, up to a maximum of fifteen (15) working days for each employee. Employees will be notified when the solicitation period will start and must exercise their seniority rights when solicited or forfeit their preference. The current practice by which vacation requests in increments of less than five (5) consecutive working days are granted shall continue, notwithstanding any provision contained herein.

ARTICLE 27 SICK LEAVE PROVISIONS

SNRHA agrees to provide Sick Leave for all employees covered under this Agreement.

Sick leave credit shall be earned and accrued in accordance with the following provisions:

1. Sick leave for full-time employees shall be earned and accrued at the rate of four (4) hours per pay period, or a total of thirteen (13) days per calendar year. Sick leave for less than full-time employees shall be proportional to the time worked.

2. Sick leave accrual shall begin at the time of initial probationary appointment. Use of sick leave during probation shall be only upon recommendation of the employee's supervisor and upon prior written approval by the division head.

The maximum amount of accruable sick leave shall be eight hundred (800) hours or one hundred (100) days.

Housing Authority of Clark County employees who have over eight hundred (800) hours of accrued sick leave will not accrue additional hours and will only accrue sick leave when their sick leave balance falls below eight hundred (800) hours.

If an employee is off work due to illness or injury for five (5) days or more, SNRHA may require the employee to bring a doctor's statement when the employee returns to work, except if at any time the SNRHA reasonably believes that an employee is abusing his/her Sick Leave, the SNRHA may require a doctor's statement for a leave period of any length. Additional documentation may be required depending on the seriousness of the medical or dental problem.

City of Las Vegas Housing Authority employees who retain Sick Leave on the books, which was accumulated under the policies in effect prior to February 1, 1990, shall continue to be entitled to have such Sick Leave available for their use. SNRHA may exercise the option of cashing out paid sick leave to employees who accumulated sick leave under policies in effect prior to February 1, 1990.

Any such employee having five (5) or more years of service, as of February 1, 1990, shall also continue to be entitled, upon termination of employment, to be compensated for such remaining Sick Leave at the percentage noted below which corresponds to the employee's years of service as of February 1, 1990:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SICK LEAVE COMPENSATION</u>
5	50
6	52
7	54
8	56
9	58
10	60
11	60
12	65
13	65
14	65
15	75
16	75
17	85
18	85
19	85
20	100

Payment for Accrued Sick Leave Credit - For former Clark County Housing Authority employees as of December 31, 2009.

Payment for accrued sick leave credit earned but not used will be made in accordance with the following:

1. Persons hired before November 1, 2008:

Years of Service	Lay Off/Resignation	Retirement
2 thru 5 years of service	12.5% of accrual	25% of accrual
6 thru 10 years of service	25% of accrual	50% of accrual
11 thru 15 years of service	37.5% of accrual	75% of accrual
16 or more years of service	50% of accrual	100% of accrual

2. Persons hired on or after November 1, 2008 to a maximum cash out of six hundred (600) hours:

Years of Service	Lay Off/Resignation	Retirement
2 thru 5 years of service	12.5% of accrual	25% of accrual
6 thru 10 years of service	25% of accrual	50% of accrual
11 thru 15 years of service	37.5% of accrual	75% of accrual
16 or more years of service	50% of accrual	100% of accrual

3. Accrued sick leave credit will be reimbursed as set forth in subsections one (1) or two (2). In the event of resignation in good standing (giving at least two (2) weeks' notice); at the time of permanent and total disability, as defined by state law, and to the employee's estate in the event of death.
4. Accrued sick leave credit will be reimbursed at the time of retirement as follows:
 - A. If retirement occurs at the time as set forth in the definition of "retirement" herein, benefits shall be paid as set forth in paragraphs one (1) and two (2) of this Section five (5) as appropriate.
5. No sick leave credit will be paid to an employee who is terminated for cause.

Sick Leave Conversion To Pay Option For All Employees During The Employment Period

As an incentive to prevent the abusive use of Sick Leave, the SNRHA will allow eligible employees the option of converting unused Sick Leave for pay. The conversion option will be available to employees during the first quarter of each year. The Sick Leave eligible for conversion shall be restricted to the unused Sick Leave accumulated during the twelve (12) month period of the previous calendar year, beginning January 1. To be eligible for the conversion of Sick Leave to pay, an employee must have two (2) or more years of service and meet eligibility requirements listed below. Additionally, after the conversion the employee must retain a minimum of ten (10) calendar days Sick Leave on the books.

Sick Leave May Be Converted As Follows:

- For employees who have zero (0) call-offs during the previous calendar year, they may convert up to ten (10) days of sick leave for up to five (5) days pay when converted.
- Six (6) days or less: An employee who has a minimum of six (6) days of unused sick leave from the previous calendar (benchmark year), as determined as of December 31, may convert one (1) day of sick leave for one-half (1/2) day's pay to the maximum of three (3) day's pay when converted.
- All Sick Leave conversion(s) will be in full workday increments.
- For the purpose of determining the number of days eligible for conversion to pay, all Sick Leave days used will be first charged against the leave accrual for the benchmark year.

All Sick Leave days accrued and not converted shall be segregated and maintained for use but shall not be eligible for future conversion.

Sick Leave Conversion Upon Separation

Upon voluntary separation, an employee who is leaving the SNRHA and who has two (2) or more years service, may convert up to twenty (20) days of Sick Leave for pay, at one (1) day's Sick Leave for one-half (1/2) day's pay (ten (10) days maximum when converted), provided that the employee has not used any Sick Leave for the three (3) month period immediately preceding his/her separation, or in the event the employee has used Sick Leave in that period, he/she can submit justification that his/her usage of Sick Leave was for a bona fide illness and not for the purpose of exhausting accumulated Sick Leave before his/her separation from the SNRHA.

Catastrophic Leave Policy

1. Establishment. There shall be a Catastrophic Leave Plan and Leave Bank for the employees. Any employee having completed a probationary period may donate accrued vacation or compensatory time into the Leave Bank by completing a leave donation form and submitting it to Human Resources. Leave donations may be in a lump sum. Any donations shall be strictly voluntary, and shall be anonymous.
2. Eligibility for Catastrophic Sick Leave Usage. To be eligible for withdrawal from the leave bank, an employee must have:
 - A. Successfully completed the standard initial probationary period.
 - B. Been absent due to such injury or illness not due to or resulting from an approved service- connected disability or other injury for which the employee has received compensation under any disability plan, including the SNRHA'S current workers' compensation carrier.
 - C. Catastrophic illness or injury is defined as an injury or illness that significantly impacts on an employee's ability to perform work related activities. This may include

but not be limited to the following conditions: Traumatic brain injury, amputation of limbs, loss of major senses, spinal cord injury, third (3rd) degree burns over fifteen percent (15%) or more of the body, internal injury, organ damage, assault-gunshot or stab wounds, electrocution resulting in hospitalization, terminal stages of cancer, stroke, heart attack and cardiac complication.

3. Catastrophic Leave Committee. Provisions of this program shall be coordinated and leave credits allocated by a Catastrophic Leave Committee, which shall consist of the Executive director or designee, the Human Resources Manager, and two Union members selected by the Union.
4. Use of Catastrophic Leave. Once an eligible employee has exhausted all accrued sick leave and vacation, and has been in status of "leave without pay" for at least forty (40) hours as a result of the catastrophic illness or injury, the employee or his designated agent may file a written request for catastrophic leave with the Human Resources Manager. The request must specify the length of time the employee wishes to be covered and must be accompanied by the following:
 - A. A medical statement from the attending licensed health care provider, explaining the nature of illness or injury, prognosis, with an estimate of the length of time the employee will be receiving care and
 - B. Evidence that the employee has received permission from the Executive Director to be absent for the length of time estimated by the licensed health care provider.
5. Review of Approval of Catastrophic Leave. Leave may be granted under the following terms and conditions:
 - A. The Catastrophic Leave Committee shall review the request and verify the employee's eligibility for catastrophic leave. If the employee is found eligible, the Committee shall grant the employee an appropriate amount of leave from the bank, providing that balance in the bank is sufficient to do so. Should an insufficient amount be available from the bank, the Committee may grant such lesser amount as or as may become available. A written notice shall be provided to the employee indicating whether he/she is eligible, with an explanation if the employee is not found eligible.
 - B. Donated accrued catastrophic leave shall not be returned to any contributor, and shall not be available for any use other than as herein defined.
 - C. The leave recipient or his/her designated agent shall be responsible for notifying the Human Resources Manager of the termination of the medical emergency for which leave has been granted. The Committee shall have the authority at its sole discretion to verify the continuing need for use of any time.
 - D. Payment for catastrophic leave shall be at the same rate of pay as the beneficiary was receiving at the time of incurring the catastrophic illness or injury. The Director of Finance in arrears on the regular Authority bi-weekly payroll shall make payment

until (a) the total allocation has been expended, or (b) such earlier time as the Committee may determine based on medical evidence relating to the continuing need for such leave.

6. Nature of Catastrophic Leave. The Catastrophic Leave Plan is entirely voluntary; no employee shall be required to contribute to the plan, and no employee shall have any entitlement or property right to any benefit that may be available under the plan.

ARTICLE 28 ATTENDANCE AND PUNCTUALITY

Policy

It is the policy of the SNRHA, to require employees to report for work punctually and to work all scheduled hours and any required overtime, unless a tardiness or absence from work is authorized. This policy also encourages employees who may need help or who have problems to seek assistance through the Employee Assistance Program (EAP)/Behavioral Health Organization (BHO). Excessive tardiness and poor attendance disrupt workflow and customer service and will be addressed in accordance with this policy.

- (1) Supervisors at all levels should notify employees of their starting, ending and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time. Supervisors should record all absences and, for non-exempt employees (those subject to minimum wage and overtime requirements of the Fair Labor Standards Act), any non-authorized tardiness or non-authorized early departure exceeding five (5) minutes (after which an employee is considered tardy). Approved tardiness of fifteen (15) minutes or more shall result in employees receiving accrued time, if available, if none exists, then leave without pay. Such shall apply for each quarter-hour (fifteen (15) minutes) that an employee is tardy, resulting in an employee's accrued leave time being deducted fifteen (15) minutes for each quarter hour (fifteen (15) minutes) that an employee is tardy. No more than two tardies in a forty-five (45) day period. Unapproved tardiness of fifteen (15) minutes or more shall be leave without pay.
- (2) Employees should notify their immediate supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. If the employee is requesting to utilize the Family and Medical Leave Act (FMLA), then the employee should state the reason for the tardiness or absence, otherwise the employee should state that he/she will be tardy or will not be reporting to work. If the immediate supervisor is unavailable, notification should be made to the Department Office, and if no one is available there, the employee is advised to leave a voice mail message at this location. No call, no show for one shift shall result in leave without pay for the length of that shift and a two-day suspension without pay, unless the employee can provide the SNRHA acceptable reasoning to justify his/her absence. Subsequent no call, no show occurrences within one (1) year shall be grounds for termination. If the absence extends for more than two (2) shifts, this will be viewed as job abandonment and shall be grounds for immediate termination.

- (3) Employees will be compensated (provided they have accrued time available) during authorized or unauthorized tardies or absences, or tardies or absences in which the employee properly notifies the SNRHA in accordance with the Collective Bargaining Agreement and other applicable policies (in the event of any conflict, the Collective Bargaining Agreement controls). Failure to notify the SNRHA of any absence within one (1) hour after the start of the employee's shift will be addressed in a rolling twelve (12) month period and will result in the following: first instance – written warning; second instance – final written warning; third instance – suspension pending termination. Each instance is considered a separate event. In the situation where an employee is unable to properly contact and notify the SNRHA due to circumstances beyond the control of the employee, the employee will not be disciplined.
- (A) Non-exempt employees who are delayed in reporting for work more than one (1) hour and who have not notified their supervisor of their expected tardiness may lose their right to work the balance of the day.
- (B) In addition, employees who report for work without proper equipment or in improper attire, which the employee was notified of in writing, may be sent home to obtain the needed equipment or attire and then return to work (and be paid annual leave for time missed, unless the employee does so three (3) times in a one hundred and eighty (180) calendar day period), and while not considered tardy, may be disciplined if such behavior becomes excessive or if a pattern develops.
- (4) Employees generally are expected to report for work during inclement weather conditions if the SNRHA does not declare an emergency closing. Non-exempt employees who are unable to report because of weather conditions will be granted an authorized absence (the employee may choose to be paid vacation time or be unpaid). Non-exempt employees who are late because of weather conditions will be given a chance to make up their time missed if work schedules and conditions permit.
- (5) Non-exempt employees will not be required to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness, unauthorized absence, authorized absence, or any other reason if the result will be that the employee works more than forty hours during the workweek.
- (6) Supervisors at all levels should record tardies and absences and forward these to Human Resources, where an employee or an employee's Union representative may review or copy them. An employee should report to a supervisor when coming into work late (more than five (5) minutes after the scheduled starting time). When appropriate, in accordance with this policy and the Collective Bargaining Agreement, the supervisor should counsel the employee on the importance of good punctuality and attendance and warn that excessive tardiness or absences may lead to corrective and progressive discipline in accordance with this policy.
- (7) Provided an employee is at work when he/she is scheduled to, employees need not obtain permission from their supervisor in order to leave the SNRHA premises during break periods and/or lunch. In addition, employees who are frequently away from the premises for business reasons should notify their supervisors of their whereabouts during working hours. This

information may be conveyed either verbally or in writing and an employee's work schedule as given verbally or in writing by a supervisor serves as proper notification.

- (8) Unauthorized or excessive tardiness or absences will result in corrective and progressive discipline in accordance with this policy. A tardy or absence is considered to be unauthorized if the employee has not followed notification procedures as explained above and the tardy or absence has not been properly approved.
- (9) An incident is defined as an unscheduled absence or a scheduled absence with less than eight (8) hours notice of the following: of one (1) shift or two (2) or more consecutive shifts, or failure to complete a scheduled shift. If an employee is out for an unscheduled absence for more than one (1) consecutive day for the same reason, this shall be considered one (1) incident. For an absence to be considered scheduled and not count as an incident, the request for time off must be made and approved more than eight (8) hours in advance. Excluded from the definition of incident are absences due to approved leaves of absence including military leave ad FMLA leave; certified work-related injury or illness; inpatient hospitalization; outpatient surgery; bereavement; jury duty; supervisory approved shift changes, or absences for which an employee has a physician's note and gives a copy to his/her supervisor. Authorized absences or tardies will not be subject to discipline or be reflected or count negatively in an employee's merit review, unless such are excessive or if a pattern develops. Unscheduled absences which are approved in writing or verbally by an appropriate supervisor of less than one half of a shift will not be counted as an incident but may be counted as excessive if a pattern develops or the employee may be considered tardy.
- (10) Tardies shall be addressed with the following progressive discipline during a rolling six (6) month period:

Third Tardy	Verbal Coaching by supervisor that is not considered discipline and will not be reflected or count negatively in an employee's merit review.
Fourth Tardy	Verbal Warning.
Fifth Tardy	Written Reprimand, with option of BHO/EAP or other counseling stated.
Sixth Tardy	Second Written Reprimand, with one (1) day suspension.
Seventh Tardy	Suspension pending termination.

Incidents shall be addressed with the following progressive discipline during a rolling twelve (12) month period:

Fifth Incident	Verbal Coaching by supervisor that is not considered discipline and will not be reflected or count negatively in an employee's merit review.
Sixth Incident	Verbal Warning.

- Seventh Incident Written Reprimand, with option of BHO/EAP or other counseling stated.
- Eighth Incident Second Written Reprimand, with three (3) day suspension.
- Ninth Incident Suspension pending termination.

For each forty-five (45) calendar day period of perfect attendance (no tardies and no incidents), the earliest incident during the preceding twelve (12) month period shall be removed from the employee's record and not be counted toward the above progressive disciplinary process.

Excessive absenteeism and/or if a pattern develops may lead to progressive discipline if such affects an employee's work performance as measured over a rolling twelve (12) month period. In determining whether excessive absenteeism may exist, an employee's overall attendance record compiled during the employee's tenure of employment and not just a singular event will be taken into consideration.

ARTICLE 29 MISCELLANEOUS LEAVES

General Leaves of Absence

An employee may request in writing a general leave of absence without pay, for a period not to exceed thirty (30) working days, providing that the reason for the leave is reasonable and justified. General leaves of absence without pay may be approved, at the sole discretion of the Executive Director, based on the needs of the SNRHA.

Leaves of Absence Without Pay for Illness or Injury

1. Any employee who sustains a work related or non-work related illness or injury and who has exhausted all of his/her accrued sick leave may request in writing a leave of absence without pay for a period not to exceed ninety (90) calendar days. The employee's request for leave of absence without pay must include a certification, by a licensed physician, of the nature of the illness or injury and the anticipated date of the employee's return. Leaves of absence without pay shall be granted when the employee has provided satisfactory documentation of need. An employee on leave of absence without pay shall cease to accrue benefits and seniority during the leave period, and shall be required to pay his/her own group care insurance premiums after thirty (30) days of being on leave of absence without pay.
2. All eligible employees shall be covered by the Workers Compensation Program and this program shall provide for payment for industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
3. When accrued leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Workers Compensation Program, subsequent to the expiration of the employee's accumulated sick leave or annual leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status.

4. Notwithstanding any provision to the contrary referred to in Section 1 of this Article, benefits pursuant to Article 41 (Group Insurance) shall remain in full force and effect throughout the period of an on the job injury for a period of up to one (1) year from the date the employee is injured and unable to work.

Any employee on leave of absence without pay for illness or injury must submit to the SNRHA a licensed physician's certification of the employee's ability to perform the full scope of responsibilities associated with his/her job classification prior to being allowed to return to his/her position. The SNRHA reserves the right to require an independent medical examination, by a licensed physician selected by the Human Resources Manager, for the purpose of determining the employee's fitness to return to work.

If the SNRHA requires the employee to submit to an independent medical examination, the SNRHA shall bear financial responsibility for the cost of the independent medical examination, and the employee shall only return to his/her position if the SNRHA physician determines that he/she is fit to return to that position. If the SNRHA physician determines that the employee is not fit to return to his/her position but is fit to perform other work that is available, as determined by the SNRHA, the employee shall return to perform the other work.

If the SNRHA does not require an independent medical examination, then the employee will be reinstated to his/her former position when released to return to work by his/her physician.

The failure of an employee to return to work at the end of the leave of absence or to submit medical certification of his/her ability to perform his/her job responsibilities or the refusal of the employee to undergo a medical examination required by the SNRHA shall be grounds for the discharge of the employee.

Military Leave

Military Leave shall be granted in accordance with the provisions of state and federal law. Any employee entitled to Military Leave shall give his/her Department Head the opportunity, within the limits of military requirements, to determine when such leave shall be taken. An employee who is called or volunteers for service within the armed forces of the United States or the Nevada National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of federal law. An existing employee filling a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position he/she held previously or to any other equivalent position for which he/she is qualified.

A new employee hired to fill a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. The SNRHA reserves the right to place the employee in a vacant position or to lay the employee off.

Bereavement Leave

An employee who has been employed by SNRHA for at least six (6) months shall be granted a special leave of absence with pay of up to three (3) working days in the event of a death in his/her immediate family and as much as five (5) working days for a death in the immediate family occurring

outside Clark County, as determined by the Department Head, taking into account the distance involved and the other relevant circumstances.

An employee who has been employed by SNRHA for less than six (6) months will not be granted special leave with pay but may use any accumulated leave.

Immediate family is defined as father, mother, sister, brother, son, daughter, spouse, spousal equivalent, (registered with the Human Resources Department for six months), uncles, aunts, grandparents, stepparents, stepbrothers, stepsisters, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian and legal ward. Uncles and aunts shall be defined as brothers and sisters of your biological father or mother.

The employee may be required by the Department Head or the Human Resources Department to provide an obituary, newspaper clipping or statement for the personnel file.

The Executive Director may, at his/her sole discretion, approve bereavement leave for other special circumstances. The extent of such leave and whether such leave shall be granted with or without pay shall also be at the sole discretion of the Executive Director.

Jury Duty/Court Leave

While on jury duty or appearing as a subpoenaed witness in court or at a deposition, a full-time regular employee will receive full pay from the SNRHA provided the employee assigns any court received compensation, exclusive of mileage reimbursement, to the SNRHA. An employee on jury duty/court leave who completes his/her responsibilities shall return to work at the SNRHA provided that two (2) hours or more remains on the employee's shift. For purposes of payroll, the employee must obtain validation from the Jury Commissioner of time spent on jury duty.

Family and Medical Leave Act Leave (FMLA)

A. Basic Leave Entitlement

1. In accordance with the Family and Medical Leave Act and the provisions of this collective bargaining agreement, the SNRHA will grant job protected family and medical leave to eligible employees for up to the maximum period as provided for under the FMLA and the collective bargaining agreement (up to at least twelve (12) weeks per FMLA leave year and to the extent allowed by this collective bargaining agreement) for any one or more of the following reasons:
 - a. The birth of a son or daughter and to care for the newborn child or the placement of a child with the employee for adoption or foster care;
 - b. In order to care for a family member as defined and recognized herein, with a serious health condition as defined by the Department of Labor in connection with implementing the provisions of the FMLA;
 - c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

B. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

C. Definitions

1. **FMLA Leave Year** – the leave year for FMLA purposes shall be the rolling year.
2. **Parent** – a biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a child.
3. **Spouse** – a husband or wife as defined or recognized under state law for purposes of marriage and does not include unmarried domestic partners. If both spouses work for the FMLA, they are entitled to FMLA leave individually.
4. **Child** – either a son or daughter under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild, or legal ward.
5. **Family Members** – employees shall be permitted to take up to the maximum period as provided for under the FMLA and the collective bargaining agreement (up to at least twelve (12) weeks per FMLA leave year and to the extent allowed by this collective bargaining agreement) paid or unpaid leave per FMLA leave year to care for the following relatives suffering from serious health condition: parents, spouse, child, grandparents, grandchildren, brothers and sisters.

D. Eligible Employees

To be eligible for FMLA Leave, employees must have worked for the SNRHA for twelve (12) months and at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months prior to taking FMLA Leave. Previous periods of employment with the SNRHA may be counted to meet the twelve (12) month service requirement and employees returning to work from military duty are credited for the time that they were on military leave in order to meet the one thousand two hundred and fifty (1,250) hours of service requirement. Documentation will be requested from the employee showing eligibility for family leave.

E. Procedure For Requesting FMLA Leave

Employees must notify their immediate supervisor in writing at least thirty (30) days before the first day of the expected FMLA Leave. This written request will include: (a) the approximate date leave is expected to begin; (b) the length (duration) of the leave and; (c) the qualifying conditions for requesting the leave. NOTE: Employees are not required to disclose or discuss details or specifics of their personal health conditions with their supervisor(s). Employees are only required to notify their supervisor(s) that the reason leave is needed is so they can care for either their own or a family member's serious health condition.

Employees who cannot provide at least thirty (30) days advance notice of their need for leave, because of a change in circumstances or medical emergency, must notify their supervisor(s) as soon as practicable.

If employees request leave due to a FMLA-qualifying reason which was previously approved, they must specify the qualifying reason or need for FMLA Leave. If employees have been approved for leave due to more than one FMLA qualifying reason, the SNRHA can inquire further to determine which qualifying reason supports the current leave request.

The immediate supervisor will then forward the request to the Human Resources Manager who will review the request to determine qualification under FMLA. The SNRHA's Human Resources Manager may require further documentation in order to certify the existence of the qualifying event or condition.

After all necessary documentation is received from the employee; Human Resources will forward the FMLA request to the Executive Director for approval. Approval will be granted by the Executive Director, provided that all the conditions of this and any related provisions have been met.

After employees submit requests for leave, the SNRHA will generally notify the employee within five (5) business days as to their eligibility, rights and responsibilities and leave designation.

If it is clear that the employee will be absent from work due to an event covered by the FMLA, the SNRHA will designate the leave regardless of whether the employee submits a request for FMLA Leave. The SNRHA determines whether an employee's need for leave qualifies as FMLA Leave based only on the information received from employees or their spokesperson, such as their spouse or health care provider.

If a dispute arises about whether leave qualifies as FMLA Leave, the SNRHA will discuss resolution of the dispute with the employee. Discussions and the decision about leave will be documented.

F. Medical Certification

If FMLA Leave is taken because of an employee's or their family members' serious health condition, the SNRHA will provide employees with a certification form that must be completed by a health care provider and returned to the SNRHA within fifteen (15) calendar

days from the date the certification form was provided. Failure to provide complete certification forms can jeopardize an employee's ability to take FMLA Leave. Under certain circumstances, the SNRHA can require recertification of employees or their family members' medical conditions. For example, the SNRHA can require recertification's every thirty (30) days for pregnancy or chronic conditions.

G. Pay And Benefits

FMLA Leave is unpaid. The SNRHA requires employees to use their accrued vacation, sick and/or personal time in conjunction with FMLA. Employees must comply with the SNRHA's policies on accrued paid leave when such leave is substituted for unpaid FMLA Leave. Employees who do not meet the requirements of the SNRHA's policies on accrued paid leave may still be eligible to take unpaid FMLA Leave. FMLA Leave taken after an employee's accrued vacation, sick and personal time is exhausted is unpaid.

The SNRHA makes assurance of continuation of seniority and health care coverage during family and medical leave status. The employee must meet his or her insurance obligations during family and medical leave status.

The employee is not eligible to draw unemployment benefits or accrue sick leave, vacation leave, state retirement or longevity while in unpaid status. Holidays that occur during FMLA leave will not be paid.

The employee is responsible for calling into their supervisor and noting that time on their timesheet as "FMLA".

ARTICLE 30 WORKER'S COMPENSATION/INDUSTRIAL COMPENSATION

All employees are covered under Nevada law and governed by the following in regard to any job-related accident or injury. The SNRHA will continue to pay the full contribution and administrative cost for employees to provide worker's compensation/industrial compensation.

All employees shall be covered by a workers' compensation program that conforms to the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616), and the Nevada Occupational Diseases Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases. In the event an employee is absent from work due to a service-connected disability, he/she shall receive compensation as provided by NRS Chapter 616 or 617.

Section 1. Reporting Accidents and Injuries

Nevada Revised Statutes provide that, "Whenever any accident occurs to any employee, he shall forthwith report the accident and the injury resultant therefrom to his employer."

Each employee suffering an accident or injury of any kind (regardless of how insignificant the employee may believe it to be) shall report such accident or injury to his supervisor immediately.

Should such occur outside of regular working hours, such report shall be made immediately upon returning to work on the next regular work day.

Section 2. Investigation/Reporting of Facts

It shall be the responsibility of the injured employee's immediate supervisor to ascertain the facts, and to make a report to the Division Head, which shall include the following:

- A. The date, time and place of the accident.
- B. The circumstances which led to the accident or injury.
- C. The apparent extent of injuries.
- D. Names of all witnesses or others who may have material knowledge of the facts relating to the incident.
- E. The location of the place of treatment for the injury.

A copy of the report shall be furnished to the Human Resources Manager for preparation of the reports required by the workers' compensation carrier.

Section 3. Examination and Treatment

State law provides that the employer immediately upon the occurrence of any injury to any of his employees, shall render to the injured employee all necessary medical treatment, including the cost of transportation of the injured employee to the nearest place of proper treatment if the injury is such as to make it reasonably necessary for such transportation.

Each injured employee shall be taken to the nearest treatment facility as authorized and directed by SNRHA's workers compensation carrier.

Section 4. Preparation of Accident Forms

An injured employee will complete the appropriate form "Notice of Injury or Occupational Disease," which is to be executed by the employee and a representative of the SNRHA. Following this, Human Resources will complete the appropriate form and submit it to the Workers' Compensation carrier.

Section 5. Payments for Medical Costs, Etc.

An employee injured in connection with his or her work shall receive medical treatment and/or other required services. In addition, such employee is governed by the following:

- A. **Medical Expenses Only.** An employee injured in connection with employment is covered by direct payment of medical and related expenses to the treating clinic, physician, etc.

- B. Lost Time - Fewer than Five (5) Days. An employee who is injured and off work due to such injury for fewer than five (5) days, is not eligible for industrial compensation. However, an employee may use sick leave or accrued vacation credit for such period.
- C. Lost Time - (5) Five Days or More. An employee who is injured and loses five (5) or more working days due to injury is entitled to workers' compensation for such lost time, computed from the date of injury. However, such employee may elect to use sick leave or vacation in lieu of the authorized workers injury compensation. If the employee elects to use sick leave or vacation, Payroll will charge the leave time to the employee's leave bank. When the employee receives his/her workers' compensation check, he/she shall turn in the check to payroll. At that time, payroll will credit leave time back to the employee at the hourly rate. This will result in the total amount received by the employee from the disability compensation and the SNRHA to equal his/her salary at the time of his/her disability. If the employee is receiving no compensation for time missed from work through the Workers' Compensation program, the employee may use sick leave or accrued vacation in the amount that would equal his/her salary at the time of his/her disability.
- D. Off-The-Job Injuries. Injuries not connected with employment are not covered. However, an employee injured off the job may use sick leave or accrued vacation credit if he/she is unable to work as the result of such injury.
- E. Short Term Disability. The SNRHA may provide an optional (at the employee's option) wage continuation plan which is not applicable to injury or illness arising from employment with the SNRHA. This plan does cover illness or injury otherwise incurred but only after accrued sick leave has been exhausted. The plan provides as follows: Disability is defined as, "Complete inability of the member to engage in his regular occupation." Upon evidence that the individual is so disabled, and is under treatment of a physician, payment will be made on the following basis: Elimination (waiting) period. There is no waiting period for an off-the-job accident not covered under the Workers' Compensation carrier. There is a seven (7) day waiting period for illness. The maximum benefit period is twenty-six (26) weeks. The short-term disability gross payment is one hundred and fifty dollars (\$150.00) per week.

Section 6. Failure to Report Injury

The Nevada Revised Statutes provide that "... an employee ... is barred from recovering compensation... if he fails to file a notice of injury or a claim for compensation."

Section 7. Forfeiture, Reduction and Suspension of Compensation

The Nevada Revised Statutes provide in part as follows: Compensation is not payable for an injury:

- A. Caused by the employee's willful intention to injury himself.

- B. Caused by the employee's willful intention to injure another.
- C. Proximately caused by the employee's intoxication.
- D. Proximately caused by the employee's use of a controlled substance.

Section 8. Effect of Employee's Refusal to Submit to Physical Exam

The Nevada Revised Statutes provide as follows: "If an employee is properly directed to submit to a physical examination and the employee refuses to permit the treating physician or chiropractor to make an examination and to render medical attention as may be required immediately, no compensation may be paid for the injury claimed to result from the accident."

ARTICLE 31 MODIFIED WORK PROGRAM

SNRHA – Modified Work Program

1. General: Occupational injuries and illnesses result in loss of productive time and skills when the employee suffers an injury which may ultimately impact on their earning power.
2. Purpose: The purpose of this modified work program is to return the occupationally injured/ill employee back to meaningful employment in capacities approved by their attending physician.
3. Procedures: When an employee is placed on occupational injury/illness status, the following will apply:
 - (1) A letter will be sent by the Human Resources Department to the personal physician of the occupationally injured/ill, requesting that the physician:
 - (a) Indicate which of the listed tasks could be performed reasonably by the employee without endangering or aggravating the employee's health, well-being or recovery.
 - (b) The Physician Capacities Evaluation will be completed and attached to the letter.
 - (c) Documents completed and signed by the injured employee's physician will be returned to the SNRHA Human Resources Manager.
 - (2) Upon receipt of the doctor's evaluation, SNRHA will send a registered letter to the occupationally injured/ill employee directing the employee to report to work for modified work if a position is available for which the injured/ill employee qualifies.

- (a) The letter will describe the nature of work to be performed, based on the doctor's prior evaluation and approval and will specify a length of time in which the duty is to be performed. Location, shift days of duty applicable to the modified work assignment.

It is the intent of the parties to apply the provisions of this program to bargaining unit employees in a uniform fashion, with the understanding that modified work positions are limited in number and may not be available in every instance.

- (3) All modified work will be accomplished at the employee's current rate of pay:
 - (a) The assigned modified work may be performed in any department as long as such work is not being currently performed by a full duty employee.
 - (b) Upon termination of modified work, the employee if released by his/her physician will be returned to his/her normal duties.
- (4) Department Heads will be responsible for supervising modified work personnel working in their departmental areas.
- (5) Management reserves the right to add or delete tasks as appropriate.
- (6) The entire modified work program will be monitored by a committee, consisting of the Executive Director or designee, Human Resources Manager, Human Resources Analyst and Chief Steward.
- (7) This procedure is effective upon publication and applies to all employees and departments.

ARTICLE 32

METHOD OF CLASSIFYING EMPLOYEES IN THE BARGAINING UNIT

New Job Classifications

In the event the SNRHA decides to create a new union eligible job classification, the SNRHA will notify the Union at least thirty (30) days in advance of the date which the new union eligible classification will be implemented. Upon request by the Union, SNRHA will meet with the Union to negotiate the wage rate and work hours for the new union eligible classification.

For purposes of this section, the proposed new classification will be deemed Union eligible unless it is exempt from Union participation pursuant to Nevada Revised Statutes 288.025 and/or 288.170(4), (6).

Reclassification of Existing Bargaining Unit Positions

In the event the SNRHA determines in the future to change an existing bargaining unit job classification, SNRHA will meet with the Union, within seven (7) working days of the date of such change to negotiate the wage rate and work hours for the revised classification.

An employee whose bargaining unit position range is upgraded due to reevaluation of the position range, but whose duties and responsibilities remain the same, and who is not promoted, shall be placed in the upgraded labor range at the same step that he/she occupied in the lower grade and shall continue his/her rate of progression as in the old rate range. Any employee whose job responsibilities are changed but whose position grade remains the same shall remain at the step he/she occupied before the change and continue the same rate progression.

Any employee who is promoted shall be placed on the first step of the new range, unless the employee is currently within that range, in which case the employee will receive the equivalent of two (2) steps which provides an increase.

New and Present Job Classifications

SNRHA agrees that the job title/classification will be compatible with the job content/scope of duties of the position.

ARTICLE 33

FILLING OF VACANCIES AND JOB POSTINGS/TRANSFERS AND PROMOTIONS

In the event of a regular position vacancy, and there is no current eligibility list being utilized, the SNRHA agrees to post all job openings in classifications covered by this Agreement on the bulletin boards outside the Human Resources Management Office, in the Project Managers' offices, in the Section 8 Department, and in the central warehouse at least five (5) working days prior to the candidate selection. In addition, the SNRHA will initially post the vacancy as an internal recruitment to encourage promotion within the competitive service.

Copies of job openings in classifications covered by this Agreement shall also be left in the mailboxes of the Maintenance Supervisors, who agree to assume the responsibility for postings in their respective areas.

Each job posting shall include the title, job responsibilities, qualifications, salary range and application procedure for the job opening.

When filling a vacancy using an eligibility list, the list may be recertified within six (6) months from the original certification date only. Eligibility lists shall only be used for a maximum of six (6) months from the date of original certification.

The Chief Steward shall be provided all notices of recertification.

In the event it is necessary to fill a vacancy on a temporary basis pending the completion of the selection procedure, the same shall be accomplished by a transfer, reassignment or by temporarily promoting an employee to the position in an acting capacity. In such event, the temporary

assignment shall not exceed ninety (90) calendar days. This period may be extended by the Executive Director upon written notice to the Union in thirty (30) day increments if a qualified candidate is not available to permanently fill the position.

The Union acknowledges that the SNRHA has the exclusive right to decide when to fill vacancies and to effect reassignments. This includes the exclusive right to decide whether a position should be filled through open examination, by promotion or from the outside.

The SNRHA acknowledges the value of its employees and the mutual benefits of providing promotional opportunities. Accordingly, SNRHA will encourage supervisors and endeavor to first fill vacancies through promotions when there are employees who are qualified for such vacancies and filling them through promotions will meet the needs of the SNRHA. Management at its discretion may use other selection criteria for evaluating internal candidates' qualifications for promotion. The SNRHA has no obligation to fill vacancies through promotions.

In the event of a voluntary demotion, the demoted employee's current rate of pay does not fall within the range of the lower classification, the employee's rate of pay shall be the maximum rate for the lower classification. In the event the demoted employee's current rate of pay falls within the range of the lower classification, place two (2) steps below the employee's current rate of pay in the lower classification.

In the event of an involuntary (disciplinary) demotion, place the employee four (4) steps or no more than ten percent (10%) below the current rate of pay, irregardless if the employee's rate of pay falls within the range of the lower classification.

ARTICLE 34 TRAINING

SNRHA and the Union jointly recognize the need for employees to update their knowledge and capabilities.

For this reason, SNRHA and the Union agree to form a Training Advisory Committee of three (3) employees appointed by SNRHA and three (3) employees appointed by the Union.

The Training Advisory Committee will identify areas of skill which will be required of employees in the future; evaluate the effectiveness of such training programs and courses and the delivery systems utilized; develop a program to inform employees of training programs and encourage employees to participate in and successfully complete the program(s); and, investigate the availability of state and federal funds which could be used to augment the training effort.

Tuition Reimbursement

This policy applies to any regular, full-time employee who has completed twelve months of employment with the Housing Authority.

The Housing Authority may reimburse the cost of tuition, student application fees and lab fees that are required as part of a degree related curriculum, which is directly related to the area the

employee works in such as MIS or Accounting. The cost of books will not be covered. Non-degree courses that enhance job performance will be considered. Examples are computer instruction classes, supervisory and management classes, etc. The department's budget may limit the number of employees and/or courses in any given year.

Tuition at College of Southern Nevada and the University of Nevada, Las Vegas, will be covered. Courses taken at any other university or out-of-state program (if approved) will be covered at a rate no greater than fees charged by the University of Nevada, Las Vegas. An employee must receive a "C" grade or better to receive reimbursement for any approved courses.

If an employee receives financial assistance for a course from other sources, such as grants, scholarships, etc., the Housing Authority will reimburse only the amount not covered by such financial assistance. This does not include student loans.

The Housing Authority will reimburse up to twelve (12) credit hours per semester and a maximum of one hundred and thirty-two (132) credit hours for the undergraduate program, and up to six (6) credit hours per semester and a maximum of thirty-six (36) credit hours for the graduate program. However, if an employee separates from the Housing Authority for any reason before finishing one (1) year of service following completion of a course, and the Housing Authority has already reimbursed the employee for tuition fees, the amount of the tuition fees which the Housing Authority has paid within that year shall be withheld from the employee's final payroll check. Employees shall sign an agreement authorizing such withholding before receiving any reimbursement.

NOTE: IRC §132 and IRS Regulation 1.162-5 govern all educational assistance; therefore, the tax status on tuition reimbursement is subject to change.

ARTICLE 35 DIRECT DEPOSIT/ CREDIT UNION

Employees eligible for membership in a credit union or banking establishment may have payroll deductions made for deposit to credit unions to which deductions are currently made or for repayment of loans upon giving the required authorization to the payroll department. An employee may revoke the authorization at any time by giving a written revocation notice to the payroll department.

ARTICLE 36 IRC SEC. 457 AND 125 PLAN

IRC Sec. 457 Plan

The SNRHA agrees to continue a 457 Plan to which the employees may make voluntary contribution, said plan to meet requirements as established by the Internal Revenue Service. The Union shall designate one (1) individual from either bargaining unit for purposes of serving on the 457 subcommittee charged with the responsibility of maintaining compliance with respect to the statutory requirements and provisions of the 457 Plan when that committee is reviewing an application from a

bargaining unit member desiring to access assets from their individual account pursuant to the hardship criteria/provisions of the Plan.

IRC Sec. 125 Plan

The SNRHA will establish an IRC Sec. 125 Cafeteria Plan which allows an employee the opportunity to pay non-taxable benefit premiums for health insurance, qualifying health care and qualifying dependent care with before tax dollars through salary reduction rather than with after tax dollars.

Restrictions for any obligations of the SNRHA and employees are defined by the plan.

ARTICLE 37 VOTING PROVISIONS

Appropriate arrangements shall be made to permit employees to vote, in accordance with Nevada statutory requirements.

ARTICLE 38 UNEMPLOYMENT BENEFITS

All eligible employees will be provided Unemployment benefits through the Nevada Employment Security Division.

ARTICLE 39 DEATH BENEFITS

In case of the death of any employee, the employee's designated beneficiary (or estate) shall be paid all benefits accrued, including but not limited to: wages, salaries, compensatory time, sick, and Annual Leave.

The beneficiary (or estate) of those employees who were eligible for paid Sick Leave at the time the Board of Commissioners adopted the new Personnel Handbook on February 1, 1990 shall be paid the Sick Leave that was eligible for conversion in accordance with the "grandfathering" provisions and conversion schedule adopted by the Board of Commissioners.

SNRHA may exercise the option of cashing out paid sick leave to employees who accumulated sick leave under policies in effect prior to February 1, 1990.

A form shall be available in Human Resources and will be distributed to all employees for such designation. The completed form shall be maintained in the employee's personnel file.

ARTICLE 40 PERS CONTRIBUTIONS

SNRHA shall continue to pay the full contribution and administrative cost to the Public Employee Retirement System of the State of Nevada (PERS) for the employees of the SNRHA.

ARTICLE 41 GROUP INSURANCE

The SNRHA shall provide to employees covered by this Agreement who work twenty (20) or more hours per week health insurance benefits, dental, vision and prescription drug benefits and life insurance, as specified in the plan(s). Employees shall have health coverage provided by SNRHA. The SNRHA shall pay the full premium for the employee coverage under such plans and shall pay seventy-five percent (75%) of the premium for dependent coverage under such plans on behalf of employees who elect to cover their dependents.

The Union reserves the right to change plans at least once a year providing that there would not be an additional cost to the SNRHA which would not have occurred anyhow under the current existing plan(s).

Long-Term Disability Insurance

SNRHA will provide long-term disability insurance to employees who occupy a regular position and work at least twenty (20) hours per week. Employees must meet the qualifying requirements associated with the plan.

SNRHA will pay one-half (½) of the maximum premium for each eligible employee toward the long-term disability plan. The initial benefits of the plan will be determined based on the maximum premium. This contribution in no way guarantees a specific level of benefits.

ARTICLE 42 SUBSTANCE ABUSE POLICY

It is the policy of the Southern Nevada Regional Housing Authority (SNRHA) and the Service Employees International Union, Local 1107, to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the SNRHA valuable workforce.

While the SNRHA will be supportive of those who seek help voluntarily, the SNRHA will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

There are four (4) guiding principles underlying the adoption of this policy. They are:

- a. Education – The SNRHA and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. Deterrence – The SNRHA and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.
- c. Enforcement – The Substance Abuse Policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.
- d. Treatment – The SNRHA and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. Policy Purpose:

The purpose of the substance abuse policy is:

- a. To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- b. To protect the public and employees; and
- c. To provide a strong incentive for voluntary rehabilitation and return to work.

3. Rules:

The SNRHA and Union have formulated clear rules and penalties to ensure compliance with the Substance Abuse Policy. The primary rules are:

Alcohol

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage while on duty is incidental to the employee's assigned duties.
- b. An employee will also be subject to disciplinary action up to and including termination AND may be placed on a Last Chance Agreement when the consumption of alcoholic beverage is at a time proximate to his or her work time, had an adverse effect on his or her work performance, causes impairment while on

duty or on standby, or creates a risk of harm to self, others or SNRHA or private property.

- c. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.
- d. The felony conviction of an employee as a result of alcohol use while off SNRHA premises and not on duty shall be cause for disciplinary action up to and including termination.

Drugs

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the workplace or during work hours is prohibited. Employees in violation of this policy will be terminated with no Last Chance Agreement.
- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this policy, the term "drug" shall include but not be limited to sedatives (i.e., valium, downers), stimulants (i.e., speed, uppers), hallucinogens (i.e., LSD), cocaine, crack, cannabinoids (i.e., marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).
- c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.
- d. The possession or use of illegal drugs while off SNRHA premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on the SNRHA's interest, including public image.
- e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these

circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.

- f. The felony conviction for the possession or being under the influence of illegal drugs while off SNRHA premises and while not on duty shall be cause for disciplinary action up to and including termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination with no Last Chance Agreement.
- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action up to and including termination.

Drug and Alcohol Testing

SNRHA may require an individual to submit to a drug and alcohol test under the following circumstances:

1. **Pre-Employment:**
SNRHA will require all new hires to take and pass a drug/alcohol screen. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid, current prescription for the drug and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired. The recall/reinstatement provision will be in applicable to employees who are laid off/terminated status in excess of thirty (30) days.
2. **Reasonable Cause:**
An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

Example of circumstance, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Observation/Incident Report" included as part of this policy.
3. **Post-Accident:**
An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is:
 - a. Property damage that exceeds one thousand dollars (\$1,000),

- b. Personal injury (requiring professional medical attention) and/or
 - c. The employee was a contributing factor in the cause of the accident
4. Testing Procedures for Reasonable Cause and Post-Accident:
- a. Any Supervisor evaluating an employee for reasonable cause shall complete the SNRHA "Observation/Incident Report". Observation/Incident Report shall be sent to the appropriate department head and the Human Resources Department. Supervisors and Managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and Managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.
 - b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.

If the employee is an eligible member of a bargaining unit, the first supervisor advises him/her of his/her right to have a Union Representative prior to testing and allow the same thirty (30) minutes for a Union Representative to appear.
 - c. If it is determined that reasonable cause exists, the employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility.

A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities.
 - d. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.
 - e. Advise the employee that he/she will remain in paid leave status until the test sample is collected. After the sample is collected the employee will be placed on leave in the following order as leave benefits are exhausted (sick leave, compensatory time, vacation leave, leave without pay) until the SNRHA receives the test results. If the test is negative, the SNRHA will make the employee whole.

- f. The results will be delivered by mail or carrier to the SNRHA Human Resources Department, who will then immediately notify and make a copy of the report available to the employee. The employee's department head or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol contents are point zero eight percent (.08%) or greater, or the limit specified in NRS 484.0135 or other applicable law if different than point zero eight percent (.08%).
- g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered just cause for termination with no Last Chance Agreement, provided that in requesting the test the reasonable suspicion criteria has been met.

Disciplinary Procedures For A Positive Drug And/Or Alcohol Test

1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
2. A test resulting in a positive outcome for a legal drug will result in the following actions:
 - a. The employee may be disciplined for the performance or behavior that established reasonable cause to test the employee.
 - b. The employee will provide, within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below.
 - c. Before the employee may return to work, the employee must provide the department head with a certificate of fitness/return-to-duty form from the prescribing/state certified health care provider.
 - d. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. A test resulting in a positive screen for an illegal substance or the abuse and/or misuse of a controlled substance will result in the following action:
 - a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time

based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last Chance Agreement which includes rehabilitation and aftercare.

- b. Before the employee may return to work, the employee must provide the department head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.

This will occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

- c. Second offense: The employee will be suspended without pay pending termination.

4. A test resulting in a positive screening for alcohol will result in the following action:

- a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program.
- b. The employee will be required to provide a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to work.

The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

- c. Second offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement which includes a rehabilitation and aftercare program.
- d. Third offense: The employee will be suspended pending termination, unless the Executive Director or Designee decides not to terminate the employee based on

mitigating circumstances. Prior to rendering a decision to terminate, the Executive Director or Designee will review the pertinent information from the Department Head.

If the Executive Director chooses not to terminate the employee, the Executive Director shall follow the second offense procedure in this Section.

Workplace Drug and Alcohol Testing Program for Commercial Drivers

1. The purpose of this program is to set forth the procedures for the implementation of controlled substances and alcohol testing of driver applicants and current drivers pursuant to the Federal Highway Administration regulations. This program is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.
2. The provisions of any applicable law, statute, regulations or ordinance, i.e., the Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February 1994 shall control in the event of any conflict with the provisions of this policy.

Last Chance Agreement

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Program. The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within five (5) working days of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form signed by the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within 60 days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days may result in disciplinary action up to and including termination.
5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's department head or immediate supervisor, as approved by the department head, may require testing at any time the employee is on duty.
6. Any employee defaulting on the Last Chance Agreement will be terminated and is ineligible for employment with SNRHA at any time.

Confidentiality

With the exception of the laboratory testing facility, the SNRHA Executive Director and Human Resources Department, the tested individual, and the Safety Manager for workers' compensation incidents, the medical record shall not be released to anyone without the express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, laboratory reports, test results, and Observation/Incident Reports shall not appear in an employee's personnel file.

Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of the Human Resources Department.

Training

Training is an essential element in assuring the effectiveness of the drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them which promote wellness and safety. Supervisor training will be made available; individual consultation by the Employee Assistance staff will be available upon request.

1. Supervisor Training:

Topics include:

- a. Developing working knowledge of the drug and alcohol policy and drug testing procedures.
- b. Developing working knowledge of the impact of substance abuse in the workplace.
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- e. Becoming knowledgeable in available resources and procedures for referral to Substance Abuse Counseling Providers.
- f. Learning effective participation in monitoring a Last Chance Agreement.
- g. Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

- a. The Drug and Alcohol Policy and drug testing procedures.

- b. The impact of drugs and alcohol in the workplace.
- c. Available resources for assistance including the Employee Assistance Program.
- d. Effects, signs and symptoms of alcohol and the drugs tested for.
- e. The Last Chance Agreement.
- f. Confidentiality and its application in the Drug and Alcohol Policy.

Other Laws, Statutes, or Regulations

SNRHA is committed to provide reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as handicapped under federal and state law.

Definitions

Drug and Alcohol Test: For the purposes of this policy, drug and alcohol test means for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana, methadone, opiates, and phencyclidine (PCP).

First Supervisor: A supervisor from any department who has been through the Supervisor Training Program specified in this policy, who first observes different or abnormal behavior of an employee.

Illegal Drugs: Any drug (a) which is not legally obtained; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Legal Drugs: Prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

On Duty: Assigned work hours excluding paid and unpaid leaves.

Second Supervisor: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SAMHSA: Substance Abuse Mental Health Services Administration.

Substance Abuse: The misuse or illicit use of alcohol and/or drugs including controlled substances.

ARTICLE 43 BARGAINING UNIT WORK/SUBCONTRACTING

The Union recognizes the SNRHA's exclusive right to determine the means and methods by which the SNRHA's operations are to be conducted, including the right to subcontract work which is normally performed by the bargaining unit when SNRHA determines the work can be more efficiently performed through subcontracting.

If SNRHA determines a need for contracting out of existing service(s), the Union shall be given sixty (60) days notice of the intent to subcontract out such work. The notice shall be in writing, and shall be at least sixty (60) days in advance of the decision to contract out. The parties, upon request by the Union, shall meet and confer regarding the decision and the impact such decision may have on the bargaining unit.

It is recognized that the SNRHA and the Union have a common interest in protecting work opportunities for all employees covered by this collective bargaining agreement; and accordingly, shall give every consideration to any alternatives to subcontracting brought forth by the Union.

ARTICLE 44

PROCEDURES FOR REDUCTION IN WORK FORCE AND RECALL

Reduction in Work Force

In the event the SNRHA decides to reduce its work force, layoffs shall be based on the following criteria:

- the seniority of the employees in the affected job classifications;
- the demonstrated performance and qualifications of the employees in the affected classifications as determined by the Department Head and Human Resources Manager.

In the event of a layoff, the SNRHA shall meet and confer with the Union to discuss the impact of the layoff on the bargaining unit, and also notify the affected employees and the Union at least thirty (30) calendar days in advance of the layoff; or effect payment to the affected employees in lieu of notice, or any portion thereof, in the equivalent amount of the employee's base salary by SNRHA.

An employee with greater seniority may bump a less senior employee in a lower classification covered by this Agreement provided that the employee with greater seniority has skills at least equal to those of the less senior employee. An employee in the supervisory unit with greater seniority may bump a less senior employee in any classification which he/she occupied in the non-supervisory unit so long as the more senior employee has skills at least equal to those of the less senior employee.

Recall

A former employee on layoff shall retain recall rights for a period of one (1) year after being laid off. When recalled, the reverse order of the layoff procedure will be followed. In order to maintain his/her recall rights, a former employee on layoff shall keep the SNRHA informed of his/her current mailing address. In recalling a former employee, the SNRHA shall notify the former employee by certified letter sent to the laid-off former employee's last known mailing address. The SNRHA shall concurrently notify the Union of the recall.

The former employee must respond within fourteen (14) calendar days from the postmark date SNRHA mailed the certified letter. If the former employee fails to respond within the specified

time frame, his/her name shall be removed from the recall list. The former employee shall have five (5) working days to report to work after responding to a recall unless the time is extended by SNRHA.

The SNRHA shall provide the Union with a seniority list on an annual basis or at the time the SNRHA notifies the Union of a pending layoff. The seniority list shall include the name, classification and length of seniority of each bargaining unit employee.

ARTICLE 45 SAVINGS CLAUSE

If any provision of this document or any application of the document to any person or persons covered herein be found contrary to Federal Law or the Nevada Revised Statutes, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in Federal Law or the Nevada Revised Statutes that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288, Nevada Revised Statutes, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.

In the event Chapter 288 of the Nevada Revised Statutes is amended, SNRHA and the Union, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

ARTICLE 46 WAIVER OF BARGAINING RIGHTS

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of such rights are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively or be subject to arbitration with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Every and all other provisions contained in and through existing rules, policies, regulations and universal, SNRHA-wide practices which may provide benefits applicable to bargaining unit employees will continue to be granted to bargaining unit employees unless specifically modified by the terms of this agreement.

ARTICLE 47
MUTUAL RESPECT CLAUSE

The SNRHA and SEIU acknowledge the dignity and worth of every person and in doing so will make every effort to fully contribute to the growth and development of the SNRHA. All employees shall treat each other with dignity, courtesy, and respect regardless of title or classification. In addition both parties agree to fully contribute to the growth and development of SNRHA and the well-being of the client we serve.

The purpose of this article is to create a work environment consisting of understanding and mutual respect for all. This clause also extends to the treatment of clients, vendors and all citizens we serve.


Management reserves the right to modify this proposal dated January 11, 2010


ARTICLE 48
TERM OF AGREEMENT

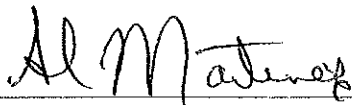
This Agreement shall be effective February 1, 2010, and shall remain in full force and effect through and including January 31, 2013, and shall continue in effect from year to year thereafter unless the SNRHA and the Union mutually agree to change, amend, modify, or terminate this Agreement sooner or either party gives notice to the other party at least ninety (90) days, but not more than one hundred twenty (120) days prior to the expiration date of its intent to renegotiate the provisions of this Agreement.

Agreed to this 14 day of January, 2010.

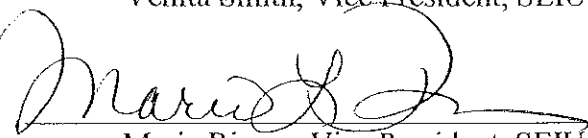
For the SNRHA:



Carl O. Rowe, Interim Executive Director
Southern Nevada Regional Housing Authority

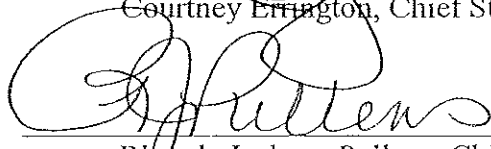

SEIU Local 1107


Al Martinez, President
SEIU Local 1107


Venita Smith, Vice President, SEIU


Marie Rivera, Vice President, SEIU


Courtney Emington, Chief Steward, SEIU


Rhonda Jackson Pullens, Chief Steward, SEIU

APPENDIX A
NON-SUPERVISORY, NON-CONFIDENTIAL, & SUPERVISORY UNIT CONTRACT
(Union Eligible)

Classification

Account Clerk I
Account Clerk II
*Accountant
*Accounting Technician
Administrative Assistant
Administrative Assistant Modernization/Development
Administrative Clerk I
Administrative Clerk II
Applications Supervisor
Auditor, Quality Control
*Building Trades Worker
Buyer CAD Technician
Certification Specialist
*Cleaner
*Client Service Specialist
*Compliance Specialist
Computer Operator
Construction Inspector
*Contracts Administrator
Data Entry Clerk
Data Processing Analyst
*Eligibility Manager
*Eligibility Specialist
Family Self-Sufficiency Coordinator
*Groundskeeper
Hardware Technician
Hearing Officer
Housing Assistance Specialist I
Housing Assistance Specialist II
Housing Inspector
*Housing Quality Inspector
Information System Specialist
*Lead Groundskeeper
Maintenance Aide
*Maintenance Mechanic
Maintenance Supervisor
Maintenance Worker

* Indicate Job Classifications for Former Clark County Housing Authority Employees.

Mechanic
Occupancy Specialist
*Office Assistant I
*Office Assistant II
*Painter
*Painter Assistant
Portability Specialist
*Procurement & Warehouse Manager
Programmer Analyst
Project Manager
*Property Manager
Property Manager I
Property Manager II
Quality Control and Training Manager
Receptionist
Resident Aide
Resident Driver
*Resident Program Coordinator
*Section 8 Assistant Manager
*Section 8 Manager
Section 8 Supervisor
*Senior Buyer/Warehouse Assistant
*Senior Facilities Maintenance Technician II
*Senior Groundskeeper
*Senior Maintenance Mechanic
Senior Occupancy Specialist
*Senior Office Assistant
Senior Services Case Manager
*Senior Services/FSS Coordinator
*Senior Services Program Coordinator
*Skilled Trades Technician
*Support Services Administrator
Training Specialist
User Support Specialist
Warehouse Employee
Warehouse Supervisor

* Indicate Job Classifications for Former Clark County Housing Authority Employees.

Southern Nevada Regional Housing Authority

Management reserves the right to modify this proposal, dated January 14, 2010. CHANGE #2 - APPENDIX B

LVHA			HACC		
Range	Job Class	Salary	Range	Job Class	Salary
101	Receptionist	\$26,042 - \$41,642	38	Client Service Specialist	\$34,279.56 - \$43,750.32
105	Administrative Clerk I	\$28,725 - \$46,010	30	Office Assistant I	\$28,134.84 - \$35,907.96
106	Resident Services Driver	\$29,474 - \$47,154		NOT COMPARABLE	
113	Account Clerk I AP/AR	\$35,069 - \$56,056	47	Accounting Technician	\$42,810.36 - \$54,638.16
113	Administrative Clerk II	\$35,069 - \$56,056	38	Office Assistant II	\$34,279.56 - \$43,750.32
113	Administrative Secretary - Dept. Head	\$35,069 - \$56,056	50	Administrative Assistant	\$46,102.20 - \$58,839.36
113	Eligibility Specialist	\$35,069 - \$56,056	44	Eligibility Specialist	\$39,753.84 - \$50,737.08
113	Housing Assistant Specialist	\$35,069 - \$56,056		NOT COMPARABLE	
114	Account Clerk II	\$38,688 - \$61,922		NOT COMPARABLE	
114	Buyer	\$38,688 - \$61,922		NOT COMPARABLE	
114	Data Analyst - Section 8	\$38,688 - \$61,922		NOT COMPARABLE	
114	Housing Inspector - Section 8	\$38,688 - \$61,922	48	HQS Inspector	\$43,880.52 - \$56,004.12
119	Compliance Specialist	\$40,643 - \$65,042	52	Compliance Specialist	\$48,436.08 - \$61,818.12
119	Port Specialist/Occupancy Specialist	\$40,643 - \$65,042	44	Occupancy Specialist	\$39,753.84 - \$50,737.08
119	Property Manager I	\$40,643 - \$65,042	48	Property Manager	\$43,880.52 - \$56,004.12
119	Senior Eligibility Specialist	\$40,643 - \$65,042		NOT COMPARABLE	
120	Maintenance Supervisor	\$41,642 - \$66,643		NOT COMPARABLE	
120	Warehouse Supervisor	\$41,642 - \$66,643	58	Procurement/Warehouse Manager	\$56,171.04 - \$71,690.16
121	Property Manager I	VACANT		VACANT	
122	FSS Coordinator	\$43,763 - \$70,013	48	FSS Coordinator	\$43,880.52 - \$56,004.12
122	Personnel Analyst	\$43,763 - \$70,013	42	Human Resources Assistant	\$37,838.28 - \$48,292.32
122	Property Manager I	\$43,763 - \$70,013	48	Property Manager	\$43,880.52 - \$56,004.12
122	Senior Housing Inspector	\$43,763 - \$70,013		NOT COMPARABLE	
122	Senior Occupancy Specialist	\$43,763 - \$70,013	48	Senior Occupancy Specialist	\$43,880.52 - \$56,004.12
122	Support Services Coordinator	\$43,763 - \$70,013		NOT COMPARABLE	
123	Property Manager II	\$44,886 - \$71,760	48	Property Manager	\$43,880.52 - \$56,004.12
124	Executive Administrative Assistant	\$46,010 - \$73,549	54	Executive Assistant	\$50,888.16 - \$64,947.72
124	Information Technology Coordinator	\$46,010 - \$73,549		NOT COMPARABLE	
125	Accounting Supervisor	\$47,154 - \$75,421		NOT COMPARABLE	
125	VACANT				
125	Budget Analyst	\$47,154 - \$75,421	55	Accountant	\$52,160.52 - \$66,571.44
125	Purchasing Project Specialist	\$47,154 - \$75,421		NOT COMPARABLE	

Southern Nevada Regional Housing Authority

Management reserves the right to modify this proposal, dated January 14, 2010. CHANGE #2 - APPENDIX B

LVHA			HACC		
Range	Job Class	Salary	Range	Job Class	Salary
126	Construction Inspector	\$48,318 - \$77,334		NOT COMPARABLE	
127	Admissions Supervisor	\$49,566 - \$79,227	58		\$56,171.04 - \$71,690.16
127	Section 8 Supervisor	\$49,566 - \$79,227	56	Section 8 Assistant Manager	\$53,464.44 - \$68,235.72
127	Hearings Officer	\$49,566 - \$79,227	56	Support Services Administrator	\$53,464.44 - \$68,235.72
128	VACANT				
129	VACANT				
130	Construction Manager	\$53,331 - \$85,301		NOT COMPARABLE	
130	Housing Programs Manager - Section 8	\$53,331 - \$85,301	60	Section 8 Manager	\$59,014.80 - \$75,319.44
130	Maintenance Superintendent	\$53,331 - \$85,301		NOT COMPARABLE	
130	Support Services Manager	\$53,331 - \$85,301	56	Resident Programs Coordinator	\$53,464.44 - \$68,235.72
131	Senior Purchasing Specialist	\$54,704 - \$87,443	58	Contracts Administrator	\$56,171.04 - \$71,690.16
132	VACANT				
133	Operations Manager	\$57,470 - \$91,874		NOT COMPARABLE	
133	Purchasing Manager	\$57,470 - \$91,874		NOT COMPARABLE	
133	Safety Manager	\$57,470 - \$91,874		NOT COMPARABLE	
134	VACANT				
135	VACANT				
136	VACANT				
137	VACANT				
138	VACANT				
139	Human Resources Manager	\$66,643 - \$106,558	66	Human Resources Manager	\$68,439.24 - \$87,347.62
139	MIS Manager	\$66,643 - \$106,558	62	Information Systems Coordinator	\$62,002.56 - \$79,132.56
140	VACANT				
141	VACANT				
143	Director, Affordable Housing	\$73,549 - \$117,624		NOT COMPARABLE	
143	Director, Dev/Mod	\$73,549 - \$117,624	75	Director of Maintenance/ Mod & Dev	\$85,471.20 - \$109,085.28
143	Director, Financial/Services	\$73,549 - \$117,624	82	Director of Finance	\$101,598.36 - \$129,668.16
143	Director, Operations	\$73,549 - \$117,624	71	Director of Operations	\$77,432.52 - \$98,825.88
143	Director, Housing Programs	\$73,549 - \$117,624		NOT COMPARABLE	

Southern Nevada Regional Housing Authority

Management reserves the right to modify this proposal, dated January 14, 2010. CHANGE #2 - APPENDIX B

LVHA			HACC		
Range	Job Class	Salary	Range	Job Class	Salary
144	VACANT				
145	VACANT				
146	VACANT				
147	VACANT				
148	VACANT				
149	VACANT				
150	VACANT				
151	VACANT				
152	VACANT				
153	VACANT				
154	VACANT				
155	VACANT				

Maintenance Classifications

LVHA			HACC		
Range	Job Class	Salary	Range	Job Class	Salary
109-A	Maintenance Aide (Entry Level)	\$32,614 - \$52,208		Maintenance Aide (Entry Level)	
			37	Cleaner	\$33,443.40 - \$42,683.28
			40	Building Trades Worker	\$36,015.00 - \$45,965.28
			40	Painter Assistant	\$36,015.00 - \$45,965.28
			42	Groundskeeper	\$37,838.28 - \$48,292.32
111-A	Maintenance Employee (Semi Skilled)	\$37,898 - \$60,653		Maintenance Worker I (Semi Skilled)	
			48	Lead Groundskeeper	\$43,880.52 - \$56,004.12
			50	Maintenance Mechanic	\$46,102.20 - \$58,839.36
			50	Skilled Trades Technician (One Skill)	\$46,102.20 - \$58,839.36
			50	Painter	\$46,102.20 - \$58,839.36
118				Maintenance Worker II (Skilled Position)	
			114	Skilled Trades Technician (Two Skills)	\$35,922 - \$57,470
120	Maintenance Specialist (Advanced Skilled)	\$41,642 - \$66,643		Maintenance Worker III (Advanced Skilled)	
			54	Senior Maintenance Mechanic	\$50,880.88 - \$64,947.72
121	Maintenance Supervisor	\$42,723 - \$68,307	58	Senior Facilities Maintenance Technician II	\$56,171.04 - \$71,690.16

APPENDIX C
NON-SUPERVISORY, CONFIDENTIAL UNIT CONTRACT
(Non-Union Eligible)

Position

Accounting Clerk II (Payroll)
*Administrative Assistant
Administrative Secretary
Benefits Clerk
*Executive Assistant
Executive Administrative Secretary
*HR Assistant
*Information Systems Coordinator
*Management Analyst/QC Specialist
Personnel Analyst
Quality Control Safety Manager
*Quality Control Safety Manager
Special Assistant to the Deputy Executive Director

*The following will be exempt when and only if any employee in such classification is assigned to work in the offices of the Executive Director, or the Human Resources Department on a permanent basis: Administrative Assistant, Office Assistant I, Office Assistant II, Senior Office Assistant, HR Assistant and Executive Assistant.

